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The Solicitors' Journal.

LONDON, JULY 13, 1872.

THE GRAND JURY at the Central Criminal Court have, for the second time within eighteen months, placed on record an opinion that they ought to be abolished. They say that where cases have been already investigated by a stipendiary magistrate, a further preliminary inquiry by a grand jury is useless. That can hardly be disputed, but, on the other hand, it must not be forgotten that there are many instances in which indictments can be, and often are, preferred without coming in the first instance before a magistrate; there are such things, too, as coroners' committals. By sweeping away the grand jury without more ado, the accused in every such case would be deprived of the preliminary investigation, and, in effect, brought at once face to face with the petty jury, which would be highly inexpedient.

VICE-CHANCELLOR WICKENS last Saturday in an adjourned summons, which came before him on the question of privilege, with regard to the production of documents, said that the present unsettled, and all but contradictory, state of the decisions upon this point during the last quarter of a century was one of the greatest opprobriums of the Court of Chancery. This state of things was brought about, the Vice-Chancellor said, in the following manner:—One of the chief points of debate was whether the settled principle of privilege, with respect to the solicitor disclosing professional communications, or producing documents, was to be extended so as to allow a like privilege to the client of withholding communications which he had made in professional confidence to his solicitor. Vice-Chancellor Wigram, in *Lord Walsingham* v. *Goodriche* (3 Hare 122), felt himself bound by the weight of authority to *disallow* this privilege to the client, but stated that if the matter were *res integra* he should scarcely have hesitated to decide in favour of the privilege. The reasons, which are stated in *Greenough* v. *Gaskell* (1 Myl. & K. 103), in favour of the solicitor's or counsel's privilege (viz., "that if the privilege did not exist everyone would be thrown upon his own legal resources; deprived of all professional assistance, a man would not venture to consult any skilful person, or would only dare to tell his counsellor half his case") applied, he thought, with equal force to the client's case. Vice Chancellor Wigram (Vice-Chancellor Wickens said), feeling himself bound by authority, but at the same time having this contrary opinion, a great number of evasions of the law gradually crept in. In *Pearse* v. *Pearse* (1 De G. & Sm. 12) Vice-Chancellor Knight-Bruce, who evidently had a very strong opinion in favour of the client's privileges, reviewed, in a most elaborate judgment, what he called the *aliarum super alia acervaturum sententiarum cumulus*, and said that, "though he had not the slightest intention or notion of contravening or infringing any rule established by a decision of the House of Lords, or by a series of decisions in the Court of Chancery," he never had been able to perceive the distinction in point of reason, or principle, or justice, or continuance between the cases where communications pass between the client and his counsel or solicitor *after* litigation commenced, or after the commencement of a dispute ending in litigation (when the client's privilege is firmly established), and those cases where the communications *precede* the actual rising of the dispute. Vice-Chancellor Wickens considered that the case before him fell within the principle of *Manser* v. *Dix* (3 W. R. 313, 1 K. & J. 451), but he intimated that his own personal opinion was very strongly in favour of the principles advocated in *Pearse* v. *Pearse*. Vice-Chancellor Wood in *Manser* v. *Dix* (*ubi sup*) had also ex-pressed a strong opinion to the same effect.

ON MONDAY the House of Commons, after a lengthy debate, voted, by a majority of 243 to 140, a sum of £4,133 for the costs of ex-Governor Eyre's defence against the prosecutions to which he was subjected relative to his proceedings in Jamaica seven years ago. Except as a matter of history, this is probably the last public appearance of a most miserable and unhappy subject. The events which accompanied the suppression of the Jamaica insurrection in 1865 were not calculated in themselves to present a gratifying retrospect, and the subject has been rendered additionally disagreeable and unfortunate by being, *nno consensu*, treated in a spirit of rancorous partisanship, and turned into a mere party Shibboleth; it was scarcely ever discussed on its merits. That Governor Eyre committed grave errors is as indisputable by anyone who is at the pains to view the matter calmly, as that there was an insurrection. The execution of Gordon after a mockery of a trial, and after unlawfully removing him from a part of the island which was not under martial law; the continuance of martial law beyond the requirements of public safety, and the omission to check the excesses committed under it, were grave and gross errors. Yet we do not wish to forget that allowances are to be made for persons suddenly placed in a situation requiring promptitude of action, and surrounded by intimidating circumstances. Grave as Mr. Eyre's faults were, they were the faults of weakness, and not of ferocity. We regard his case as that of a well-intentioned, but weak man, who lost his head in a time of danger and public excitement, and was unable to control himself and those under him. If Mr. Eyre had been in Lord Dalhousie's place in Calcutta when the Indian Mutiny broke out, he would most likely have been overborne, as Lord Dalhousie was *not* overborne, by the panic and outcry of the residents there; and if Lord Dalhousie had been in Mr. Eyre's place in Jamaica in 1865, he would have held his own way amid the excitement and confusion around him, and would have extinguished the insurrection far more cheaply in every sense. But there are shortcomings which no mere goodness of intention can excuse, and though we need not now revive the question whether Mr. Eyre's shortcomings amounted to a crime, they were certainly so grave that for a Government to endorse them by undertaking to provide for the defence is mischievous in the extreme. The present vote, however, was asked by the Government on Monday solely on the ground that their predecessors in office had given a promise to Mr. Eyre, and there is force in the argument that persons accepting the assurances of a Government ought to be able to count on their fulfilment, notwithstanding a change of ministry. But there must be some limit to this moral power of Governments to bind their successors: Mr. Eyre's case was one on which the greatest diversity of opinion prevailed—the whole country, in fact, had been set by the ears about it—and in face of that it seems to us that any promise given by the Government of the day was conditional on its being endorsed by the House of Commons as the holder of the purse-strings. That reduces the matter to the abstract

merits of the case, upon which we are clearly of opinion that the House would have done well to reject the vote on Monday.

MR. MORRISON'S PROPORTIONAL REPRESENTATION BILL attracted very little attention on the order for its second reading on Wednesday, and was withdrawn by its author in favour of an abstract resolution by Sir C. Dilke, which, however, was not carried. The measure was framed so as to provide for an entire and utter redistribution of seats, and an extension of the principle of cumulative voting, by means of a partial adoption of something like what is known as Mr. Hare's scheme. It was, of course, intended merely to prove the way for an introduction of the subject next session; and in all probability before many sessions have passed away we shall find the Legislature deliberately considering some scheme of redistribution. But the remanets already in hand are enough to occupy several sessions, without breaking ground on any new matter of such magnitude of this.

THE INTERNATIONAL PRISON CONGRESS.

It is not our usual practice to allude to public meetings held for the purpose of discussion. The Prison Congress, however, which is now sitting, possesses a character so exceptional as to demand some notice. All civilised states, whether European or American, with the solitary exception of Portugal, are represented at the Congress by delegates officially appointed by their respective Governments. These delegates are not mere philanthropists, but men of high official position, directors of state prisons, ministers of justice, &c. Indeed, it is impossible to attend the meetings of the Congress for however short a time without being struck by the marked ability and long experience of the foreign delegates. England is represented by the chief director of convict prisons, Captain Ducane, by numerous representatives from the various Courts of Quarter Sessions, by gaol governors and others; while the Home Secretary himself has been present, and has taken part in the debates. From such a body much may be learned, and although many of the points discussed lie wide of our range, we propose to comment upon a few subjects connected with the work of the legal profession.

It is necessary to premise, in the first place, that much of the interest of the discussion lies in a species of duel between two rival prison systems—the Irish convict system introduced by Sir Walter Crofton, and now adopted (with some modifications) in the convict prisons of England, and the Belgian system, employed in that country. The latter may be described as a system of strict solitary confinement, tempered by a liberal employment of reformatory agencies, such as intercourse with the prison chaplains and other benevolent persons, the free use of books, &c.; while the Crofton system aims at gradually preparing the prisoner for liberation, by passing him through successive stages of discipline, and testing his progress in good conduct and industry in the meanwhile. No other nation seems to be in possession of a prison system so warmly advocated as the two above-named. The prisons in America, with a few exceptions, are admitted to be in a very unsatisfactory condition. The same report is received from France and from Prussia. Italy is in a transition state, while the prisons of Germany, Switzerland, and Holland are generally good.

The policy of the Habitual Criminals Act of 1869, as continued by the Prevention of Crime Act, 1871, has been directly discussed. By these Acts all twice convicted felons (with some exceptions) are placed under police supervision upon their discharge; as is the case also with convicts at large upon ticket of leave. The system of police supervision was generally supported and approved by the Congress. It is sometimes condemned as pressing too severely upon the discharged criminal; but it was stated that the Discharged Prisoners Aid Societies were generally in favour of the system, and that no bad results had been found to follow from it. Some of the Continental delegates were, indeed, loud in their protests against police surveillance as practised abroad; but it appeared that this constituted a far more stringent and oppressive system than that of this country; and even M. Stevens himself, the head and front of the Belgian system, expressed his approbation of the English system of police supervision. The policy of the above-named Acts has, therefore, been approved.

Some information was also obtained upon another point, arising out of the Habitual Criminals Act, namely, the question of the length of sentence to be passed upon a reconvicted criminal. It will be remembered that by that Act it is provided that in cases of reconviction for felony the sentence of penal servitude, if passed at all, cannot be for less than seven years. It has been urged by Mr. Baker, of Hardwicke, and by others, that upon a third conviction for felony the sentence should always (save in exceptional cases) be one of seven years' penal servitude; and this rule has actually been adopted by the magistrates of Gloucestershire, and has been approved, after careful consideration, by those of Liverpool. It is to be regretted that the question was not fully discussed at the Congress, though some important facts were elicited. It is understood that the penal code of Prussia imperatively prescribes a sentence equivalent to penal servitude in all cases of third convictions, and that the law of Italy contains a somewhat similar enactment; while the English inspectors of prisons have expressed their views to the Congress in the following statement:—"We are of opinion that repeated short sentences for minor offences are not of much use, and that the length of the sentence should, as a rule, be increased upon every successive conviction." Indeed, there appears to be an universal reprobation of repeated short sentences, a fact which we commend to the careful attention of the London police magistrates. It would seem clear enough that if a short sentence has been tried once, and failed to deter a prisoner from crime, a severer sentence should be tried next time. Yet the rule, though generally admitted in theory, is repeatedly violated in practice.

There are several points upon which England has been very roughly handled at the Congress; for example, the question of flogging, upon which all the world, with perhaps the solitary exception of America, is against us; but there are other points in which we seem to take the lead. Amongst these is found the English system of Discharged Prisoners Aid Societies, established to prevent a liberated criminal, who is honestly disposed, from being driven back into crime by sheer inability to obtain his daily bread in any other manner. Not that these associations are by any means peculiar to England. They exist also in America and in several of the Continental states, notably in Switzerland and Holland. But in none of these do they seem to be so general and effective as in this country; and nowhere else do they occupy the same recognised and definite position as is accorded to them by the English law. Our readers may not all be aware that under the Act 25 & 26 Vict. cap. 44, a Prisoners Aid Society may receive a certificate from the Court of Quarter Sessions of any county or borough, and when so certified, may receive grants of money from the visiting justices of any gaol within the jurisdiction in question to an amount not exceeding £2 in the case of an individual prisoner. This power has been largely used. There are, in all, thirty-four such societies in England and Scotland, assisting between 5,000 and 6,000 discharged prisoners per annum. The work of these societies is stated by no less an authority than Captain Ducane, the chief director of English convict prisons, to be of the greatest utility; and the Home Secretary himself bore no less emphatic testimony in their behalf. Nor was a single

dissentient voice raised upon the point, either among the English or the foreign delegates; while in France, and in several other countries, active efforts are being made to emulate the example of England in this respect. Indeed, the only complaint made at the Congress was that the English system, though extensive, was still incomplete, and that there yet remain many counties and boroughs in which no such agency exists. This seems a point upon which the deliberations of the Congress may result in immediate action among ourselves. A system which has been tested by the experience of many years—which has the express approval of the Legislature, of the Government, and of the Quarter Sessions and gaol governors of all the largest counties and towns in the kingdom, can hardly fail to be worthy of imitation. Indiscriminate aid is of course to be avoided, as also is anything which may tend to provide inducements to crime, but against these evils the Act of Parliament provides ample securities.

"DUE DILIGENCE" IN INTERNATIONAL AFFAIRS.

Now that the last of the Cases between the Governments of Great Britain and America have been delivered, and the whole question is ripe for discussion before the tribunal at Geneva, it may not be out of place to dwell for a little upon what, as it appears to us, much of the preliminary argument must mainly turn. By Article VI. of the Treaty of Washington the arbitrators in deciding the matters submitted to them are to be governed by this amongst other rules—viz., "That a neutral government is bound to use due diligence to prevent the fitting out, arming, or equipping within its jurisdiction of any vessel which it has reasonable grounds to believe is intended to cruize or to carry on war against a power with which it is at peace; and also to use like diligence to prevent the departure from its jurisdiction of any vessel intended to cruize or carry on war as above, &c." Now, although it is probable that a good many difficulties may arise as to the exact meaning of the words "fitting out, arming, or equipping," yet it is clear that under this rule one of the first things that will require to be determined is the signification of the phrase "due diligence." What is "due diligence" in international affairs? These words substantially govern the whole of the treaty arrangement between the high contracting parties; and yet, as Lord Cairns pointed out in the course of the debate in the House of Lords on the 4th of June last, they were "as wide as the poles asunder in the views which they took of this due diligence."

Let us first look at the way in which the United States have interpreted this expression. At page 41 of their case they say, "the phrase 'due diligence,' *exacta diligentia*, is of received use in the civil law. The extent of the due diligence required to escape responsibility is, by all authorities, gauged by the character and magnitude of the matter which it may affect, by the relative condition of the parties, by the ability of the party incurring the liability to exercise the diligence required by the exigencies of the case, and by the extent of the injury which may follow negligence." In support of this exposition they refer to Ayliffe (who is described as "one of the best of the English expositors of the Roman law"), Mr. Justice Story, Sir William Jones, Mackenzie, Heineccius, and other jurists. The main thing, however, to be noted here is that they make 'due diligence' equivalent to *exacta diligentia*, or the "utmost diligence" (as it is commonly translated) as used in the civil law. Their principal reference upon this point is to Vinnius Comment. ad. Inst., lib. 3, tit. 15. On turning to this, we find that commentator is here speaking of that class of bailments called *commodatum* or loan and *pignus* or pledge. With respect to the former he says (under the heading "*Exactam diligentiam*,") "Quoniam commodatum solam utilitatem continet ejus, qui commodato accepit consequens est . , . . in commodato venire culpam non modo levem, sed etiam levissimam." He then cites a passage from Caius, in support, and, that author, having employed the phrase "*Exactissimam diligentiam*," adds "Justinianus exactam diligentam dixit, sed eodem plane sensu, ut apparet ex eo, quod mox subjicit, non sufficere tantam diligentiam adhibere commodatarium rebus commodatis, quantam suis rebus adhibet, modo res ab alio diligentius custodiri portuerit." With respect to the latter, or pignus, the same commentator observes, "Exactam diligentiam hoc loco positam pro ea, quam vulgo hommes frugi suis rebus adhibent. Tralatium autem est in ejusmodi negotiis non levissimam culpam, ut in commodato sed levem duntaxat præstari." This reference to the civil law is not, we believe, without its importance, when it is recollected that three at least out of the five arbitrators are noted for their intimate acquaintance with that system. The Roman law, as many of our readers are aware, recognise two, if not three, degrees of *culpa* or negligence—viz., *culpa lata*, *culpa levis*, and according to some, *culpa levissima*. The opposite of *culpa* is *diligentia*, and according to the American case, the "due diligence" of the treaty is the *exacta diligentia* of the Roman jurists. Now, in what instance or instances was this "exigible" under the civil law? From the passages which we have quoted above, and others which we might quote, it will be seen that *exacta diligentia* was specially looked for, or *culpa levis* or *levissima* punishable, in the case of *commodatum*, because the advantage was all on one side; and that a lower degree of the same arose in the case of pignus and other bailments, where the advantage was mutual or two-sided. The reason of this rule at once recommends itself to common-sense; but in the midst of these distinctions and degrees we are puzzled to know what possible application they can have to the present international dispute. This examination of authorities may at least help to show how much the Americans expected of us, as well as to indicate the key-note of the construction they have put on the words "due diligence" as occurring in the Treaty.

Turning now to the British case, we find a very different interpretation indeed of what is conceived to be the meaning of the term. At page 24 of the case first presented we are told, "Due diligence on the part of a Sovereign Government signifies that measure of care which the government is under an international obligation to use for a given purpose. This measure, where it has not been defined by international usage or agreement, is to be deduced from the nature of the obligation itself, and from those considerations of justice, equity, and general expediency on which the law of nations is founded. . . . It would commonly, however, be unreasonable and impracticable to require that it should exceed that which the governments of civilised States are accustomed to employ in matters concerning their own security, or that of their own citizens." Enlarging on this topic, it continues, "Foreign States have not a right to require, when the executive is subject to the laws, that the executive should overstep them in a particular case, in order to prevent harm to foreign States or their citizens; nor that, in order to prevent harm to foreign States or their citizens, the executive should act against the persons or property of individuals, unless upon evidence which would justify it in so acting if the interests to be protected were its own, or those of its own citizens." In the counter case presented to meet that of the United States, her Majesty's Government declines to follow the Government of the United States "through the observations which it has presented to the Arbitrators on the nature and degrees of negligence," and taking up substantially the same ground as above, points out the difficulty which such a country as Great Britain, with its "free institutions and possessing a large commercial, marine, and a very ex-

tensive ship-building trade" has in preventing enterprises of the sort complained of. From these, and similar passages it may be collected that Great Britain makes "due diligence" entirely a matter of fact and circumstance, while the United States seek to define it by a reference to the doctrines of the civil law.

According to the strict rules of International law there is no doubt that a neutral power is not bound to prevent or restrain within its territory, the manufacture, or the sale to a belligerent of articles contraband of war; though such things are liable to seizure and condemnation by the enemy the moment they leave neutral waters. But Great Britain by her Foreign Enlistment Act prohibited any of her subjects, under severe penalties, from fitting out, &c., vessels for belligerent purposes to be employed in the service of a state with which this country is at peace. Looking at the existence and the provisions of this statute as well as the contents of the Queen's proclamation at the commencement of the war, and assuming for a moment that the *Alabama* and its armament belonged to the class of things prohibited, we are free to admit that the United States had a perfect right to expect that this enactment would be put in force, and no such vessel allowed to leave our shores. In other words, Great Britain having undertaken, however gratuitously, this additional responsibility towards a belligerent, was bound to discharge it. In *Coggs* v. *Bernard*, which is law in both countries, it was held (borrow the words of the headnote in Smith's Leading Cases) that "if a man undertakes to carry goods safely and securely, he is responsible for any damage they may sustain in the carriage through his neglect, though he was not a common carrier, and was to have nothing for the carriage." And the foundation of this proposition of law and commonsense was this—'that the confidence induced by undertaking any service for another is a sufficient legal consideration to create a duty in the performance of it.' But here with reference to the present dispute two questions naturally arise—viz., first, how is such a duty to be performed? and second, *what degree of responsibility attaches to its performance?*

As to the first of these, we should say that it may be performed in the ordinary way. In other words, having all due regard to the danger and difficulty of what has been undertaken, we think that the party in whose favour the implied promise is given cannot expect that any special or extraordinary measures shall be adopted for its safe or speedy performance. This is just what the British Case affirms when it says that foreign States have not a right to require that the Executive of this country should overstep its laws, its rules of evidence, or the procedure of its forum, "in order to prevent harm to foreign States or their citizens." The answer to the second of these questions cannot be independent of analogy to the principles laid down in the decisions of the Courts both of this country and America; and these principles point decidedly to the conclusion that "*exacta diligentia*" is altogether out of place in such a reckoning as the present, and that if anything more than an avoidance of *culpa negligentia* be required, it cannot be more than an exhibition of *talem diligentiam, qualem in suis rebus adhibere solet.*

On Wednesday last the Lord Chancellor entertained at dinner the American judges now visiting London to attend the International Prison Congress. There were present the Hon. Daniel Haines, ex-Governor of New Jersey and Judge of the Supreme Court of that State; the Hon. H. H. Leavitt, Judge of the United States District Court of Ohio; and the Rev. Dr. Wines, the American Commissioner. Among the English guests were the Chief Baron, Lord Justice James, Vice-Chancellor Bacon, Sir Roundell Palmer, Mr. Higgins, Q.C., Mr. Fischer, Q.C., and other members of the bar.

RECENT DECISIONS.

EQUITY.

CONCEALED OWNER—SECRET BENEFIT—RESCISSION OF CONTRACT.

Kimber v. *Barber*, M.R., 20 W. R. 602.

This case involves the same principle as *Great Luxem-Company* v. *Magnay* (6 W. R. 711, 25 Beav. 593), where a railway company employed one of their directors to purchase the concession of another line of railway, he being the concealed owner of it, so that in fact he purchased the concession from himself. Under ordinary circumstances this transaction could not have stood; for it is abundantly clear that a fiduciary agent cannot be permitted to derive any advantage from the concealment of his ownership. But the company sold the concession before the hearing of the cause; and this rendered it impossible for the Court to cancel the contract, which was the only possible species of relief. In *Kimber* v. *Barber* the plaintiff approbated the transaction by disposing of most of the shares, and he could not afterwards reprobate it, as he had ceased to be in a situation to restore the shares to the defendant. Accordingly, the only course open to the Court was to dismiss the bill without costs. If the persons to whom the plaintiff disposed of the shares had been parties to the suit and submitted to return the shares to the defendant, *semble* that a decree might have been made directing the plaintiff and the parties claiming through him to restore the shares, and the defendant to restore the purchase-money, and pay the plaintiff's costs of the suit.

PARTITION ACT, 1868, SS. 4, 9—DECREE FOR IMMEDIATE SALE.

Underwood v. *Stewardson*, V.C.W., 20 W. R., 668.

The Partition Act provides (s. 9,) that at the hearing of the cause the Court may direct such inquiries as to the nature of the property, and the persons interested therein, and other matters, as it thinks necessary or proper, with a view to an order for partition or sale being made on further consideration. It is, however, the practice to direct a sale at the hearing, although some of the parties interested are out of the jurisdiction; but the decree must be served on them before the sale is proceeded with. (*Peters* v. *Bacon*, 17 W. R. 782; *Toall* v. *Watts*, 19 W. R. 317). Where an immediate sale is directed; the proper form of decree will be somewhat as follows (according to *Underwood* v. *Stewardson*):—Direct an inquiry who are the parties interested in the property, and whether all or any, and which of them, are before the Court. And if it shall appear that all such persons are before the Court, and that the parties interested, individually or collectively, to the extent of one moiety or upwards in the property, request the Court to direct a sale; then direct a sale and order payment of the proceeds into Court.

COMMON LAW.

BROKER—CUSTOM OF MARKET.

Mollett v. *Robinson*, Ex.Ch., 20 W. R. 544, L. R. 7 C. P. 84.

The diversity of opinion which has arisen in this case is somewhat perplexing. The learned judges who have decided, or rather pronounced upon it, have all professed to agree as to the principles of decision, but have differed in the result; yet those parts of their judgment which discuss wherein this difference of application consists, are the most meagre. And, in particular, it being the duty of those who deny the binding nature of the contract on the ground of the inconsistency of the custom with the position of brokers, to show that this inconsistency exists, they content themselves with assertion, thinking perhaps that in so plain a case this is enough; those, on the contrary, who hold the opposite

view, and in particular Blackburn, J., examine the point more carefully. All agree that if the custom which is sought to be imported into a contract of employment is inconsistent with the nature of the employment, it cannot bind the employer who did not know of it. All therefore agree that if the effect of the custom in this case is to allow of the plaintiff's broker acting in his own interest against the interest of his employer, it cannot be imported into the contract; but they differ as to whether that is really the effect of the custom in question; they differ as to whether it is inconsistent with the employment of broker that he should leave his principal without any contract with a third person, that is, that he should make himself, and himself only, answerable to his principal for the delivery of the goods which he is employed to buy. If the evidence showed a custom entitling the broker to constitute himself "seller to his principal" in that absolute sense in which the judges forming what we may call the lesser half of the Court use the term, if he were to be at liberty to bind his principal by a bargain for what time and at what price he pleased, there would, no doubt, be great difficulty, indeed we may say an evident impossibility of upholding the custom. But no one seemed to doubt that, according to the custom, the broker bought on account of his orders; and that, having made such a purchase, he, though not his seller, became at once bound to deliver to the principals on account of whose orders he had bought their respective proportions of the goods at the contract price; and this was certainly the only custom which the evidence showed. And if this was so, the difficulty then is to see how this custom makes his own interest opposed to that of his principal, or what can be the meaning of the observation of Cleasby; B., that "When the time for delivery arrives, the interest of the broker and the principal are directly opposed; the interest of the principal is that he should be able to sell at as high a price as possible; the interest of the broker that he should be able to buy at as low a price as possible." Reason and convenience seem in favour of the custom *as proved*. If it turned out in the evidence that the broker bought, not on account of orders at all, but generally, and then from time to time at his own discretion wrote down his principals as his creditors for goods and debtors for money, at such prices as he chose to select out of all his subsisting bargains, the objections raised would apply to such a course of proceeding; but such a course of proceeding would not be within the custom proved. In the ordinary course of things the entries in his books, and the letters of advice to his principals, would show whether he was acting honestly in pursuance of the custom, or dishonestly perverting it.

REVIEWS.

An Exposition of the Laws of Marriage and Divorce, as Administered in the Courts for Divorce and Matrimonial Causes, with the Method of Procedure in each kind of suit; illustrated by copious notes of cases. By ERNST BROWNING, of the Inner Temple, Barrister-at-Law. London: Ridgway; Stevens and Haynes.

In this book Mr. Browning has proposed to himself a defined scope, and has not straggled beyond it; he has also devised a considered method and sequence, and adhered to them throughout. Thus the reader, after a very short acquaintance with the volume, knows what to look for and what not to look for, and feels, moreover, that he can safely confide in a writer whom he finds intelligent as well as methodical. The scope of the volume, which contains in all no more than 400 pages 8vo., is exactly what the title-page indicates; it makes no pretence at containing an exposition of the law of marriage in general, but only of the law of marriage as administered under the jurisdiction of the Divorce Court, or as material to proceedings before that Court. The body of the work is comprised in ten chapters, the subject matters of which may be summarised as follows:—Introductory chapter. General view of the constitution and jurisdiction of the tribunal. Chapter I.—Marriage Law of England and other countries. 2. Suits for Dissolution and Judicial Separation; and grounds for the same; and costs. 3. Defences against the same and costs. 4. Suits for Decrees of Nullity; grounds, and defences, and costs. 5. Restitution of Conjugal Rights; Jactitation of Marriage. 6. Alimony; Damages. 7. Settlements. 8. Children. 9. Reversal; Appeal. 10. Procedure under Legitimacy Declaration Act.

There is an appendix containing regulations, forms, and fees, but the statutes are not printed in this appendix, because the author having set out verbatim in the text the material sections, deemed it unnecessary to encumber the volume by printing the statutes in full.

The reported decisions material to the subject are stated very fully, and the volume is especially commendable in the absence of those long strings of bare references to cases, by which the readers of text-books are too often embarrassed. Mr. Browning never cites a case without either giving a full account of it, or plainly indicating the point of law or practice for which it is vouched. The method by which he manages, in spite of this explicitness, to include his whole subject in one moderate sized volume, printed in large readable type, appears to consist in the observing a distinction between matters as matters to be actually embodied in the text, and matters which need only be indicated by clues to sources of information in which they are treated in *extenso*.

As a book of practice for actual court work, the work will scarcely compete on equal terms with fuller books, such as that of Messrs. Dodd & Brooks, though, owing to the excellence of the method, and the consistency with which it is followed out, it will be most useful to anyone. We think the main value of the book will be as a compendium and a reliable, readily workable, and handy guide to the matters administered in the Divorce Courts. It will be especially valuable to country solicitors, who do not require to know small details, but may frequently be called on to give general advice on the law applicable to their clients' cases or circumstances.

Apropos of the jurisdiction of the Divorce Courts to make orders as to custody of children under 22 and 23 Vict., c. 61, the Chancery practitioner will bear in mind that in the recent case of *Hamilton* v. *Hector* (19 W. R., 990, L. R. 6, Ch. 701), the question was raised whether or no this statutory provision is to be considered as having affected the general law as to custody of children. The Master of the Rolls thought not. The Lord Chancellor, however, on appeal, expressed no opinion on that question.

COURTS.

COURT OF CHANCERY.

VICE-CHANCELLOR BACON.

July 12.—*Gouldsmith* v. *Luntley.*

Affidavits in Partition Suit—Verification of Signature—Consent to admit as Evidence.

Simpson applied in the above suit, which was a partition suit, for his Honour's permission to file as evidence in the cause two affidavits sworn in the United States, one in Indiana and the other in Kentucky, before the Notaries Public of the respective states, the signatures of the notaries having been omitted to be verified. The affidavits were needed for the purpose merely of establishing that two persons entitled to contingent interests in the property in the suit had not incumbered their interests.

There was some evidence as to the signature of the notary public of the State of Indiana, being the seal of Indiana annexed to another affidavit in the same suit, verified by an affidavit of Mr. Hamilton Fish, United States Secretary at Washington, whose signature was in turn verified by an affidavit of one of the secretaries of the British Legation in Washington. The solicitors for all parties consented to the admission of this affidavit as evidence.

BACON, V.C.—That is sufficient to make it evidence.

Simpson.—With regard to the other affidavit sworn in Kentucky, there was no evidence whatsoever of the signa-

ture of the Notary Public, except such evidence (if any) as the comparison of the notarial seals of the two States furnished. The solicitors for all parties consented to the admission of this affidavit also. The case of *Earl's Trusts* (4 K. & J. 300), before Vice-Chancellor Wood and the Lords Justices, was quoted as an authority, and the admission of the affidavit as evidence was stated to be a matter for the discretion of the Court. A delay of no less than six months had been occasioned in this suit by attempts to cure similar informalities in other affidavits of an equally immaterial nature.

BACON, V.C.—The consents would be sufficient to admit the affidavit under the circumstances.

Solicitors, *Cowdell & Co.*

WESTERN CIRCUIT.

WINCHESTER.

(Before MELLOR, J. and a Special Jury.)

July 11.—*Lockhart* v. *Pain and Another.*

This was an action for negligence against Messrs. Pain and Clarke, solicitors.

Lopes, Q.C., and *C. Bowen* for the plaintiff.

Cole, Q.C., and *Jephson* for the defendant.

The facts as stated in the *Times'* report were as follows: The plaintiff being engaged to be married to a Miss Bunney, retained the defendants to conduct the legal business connected with the approval on his part of a marriage settlement of the property to which she was entitled. Miss Bunney was an infant, and had an interest in both real and personal property. The settlement was in the form usual on such occasions, the wife and husband taking successive life interests both in the real and personal property, with remainder to the issue. There was a power of appointment given to Miss Bunney, which she eventually exercised in favour of the plaintiff absolutely. The settlement was duly prepared and executed by both parties, but the defendant Mr. Clarke omitted to insist on the sanction of the Court of Chancery being obtained, under the 18th and 19th Vict., chapter 43 (The Infants Settlements Act), to the infant's execution of it. The consequence was that it was altogether inoperative as regarded the realty, while as to the personalty the plaintiff was worse off than if there had been no settlement, as in that case he would upon his marriage have been entitled to the whole personalty at once, *jure mariti*.

The marriage occurred in September, 1861, Miss Bunney being then eighteen years old. She died about two months afterwards. The plaintiff then discovered that by reason, as he alleged, of the defendant Clarke's want of care and forgetfulness he had lost all interest under the settlement and appointment in the real property, while his interest in the personalty was limited to the duration of his own life. The main contest was whether the Court of Chancery would, even if applied to, have sanctioned a settlement in the case, having regard to all the circumstances. Evidence on behalf of the defendants was given to show that at the time of the marriage Miss Bunney was most seriously ill, and in the opinion of her medical men wholly unfit for the marriage state. The circumstances of her condition were communicated to the plaintiff.

Mr. Church, chief clerk to the Master of the Rolls, having been called by the defendants to prove the practice of the Court of Chancery as to petitions under the Act of Parliament, stated that, having regard to the practice, the settlement made on this marriage was substantially such as he would have sanctioned, except with regard to the power of revocation contained in the settlement, and the absence of provisions for a second marriage of the infant settlor, and that the only inquiry where the infant is not a ward of Court is as to the terms of the settlement, and that if any objection should be taken to the settlement, arising out of the critical state of the infant's health, he would point out that it was irrelevant to the inquiry, and that the way to take such objections would be to proceed by injunction and have the infant made a ward of Court.

Mr. Dart, one of the conveyancing counsel to the Court of Chancery, was also called for the defendants, and substantially confirmed Mr. Church.

Mr. Waley, another of the conveyancing counsel to the Court, was called for the plaintiff, and gave a similar account of the practice.

The learned Judge left it to the jury to say whether the defendant, Mr. Clarke, had been wanting in reasonable care in the conduct of the business connected with the settlement.

The jury found that substantial damage resulted from the want of care of the defendant, and returned a verdict for the plaintiff for £300.

COURT OF BANKRUPTCY.

(Before Mr. Registrar SPRING RICE, acting as Chief Judge.)

June 29.—*Ex parte Norman, re Norman.*

A bankrupt obtained an annulment of an adjudication against him upon an agreement to pay a specified sum out of his yearly earnings for the benefit of his creditors. Before the agreement had been fully carried out he filed a petition for liquidation

Held, that the creditors under the bankruptcy were entitled to notice of the first meeting, and that notice to the trustee was insufficient.

This was an appeal from an order of Mr. Registrar Keene, refusing to register the resolutions purporting to have been passed by the creditors at the meeting held on the 29th April, 1872, on the ground that certain creditors under a bankruptcy petition had not received notice of the meeting pursuant to the requirements of the Bankruptcy Act, 1869, and the general rules:—

On the 21st April, 1870, the debtor, Mr. G. L. Norman, solicitor, of Lancaster-place, presented a petition for liquidation by arrangement under the 125th & 126th sections, but at the first meeting the creditors did not pass any resolution, and on the act of bankruptcy so committed an adjudication followed on the 10th June, 1870.

Under that bankruptcy a trustee was appointed, and the 26th of July was fixed for the bankrupt to pass his public examination, but the sitting was adjourned to the 28th November, on the ground that the bankrupt desired to effect a composition with his creditors, and for that purpose no less than nine subsequent adjournments occurred, an eleventh adjournment being required to obtain the sanction of the Court to the arrangement.

On the 22nd November, 1871, the resolution (which provided for payment of £100 per year by half-yearly instalments) was sanctioned by the Court, and on the 12th December an adjournment *sine die* was ordered, and eventually an order was made on the 4th April, 1872, annulling the bankruptcy.

On the 6th April, 1872, before payment of the second instalment of the yearly amount, (the first instalment having been duly paid), the debtor presented a second petition for liquidation by arrangement; and Mr. Registrar Keene refused to register the resolution passed under that petition on the ground that although notice had been given to the trustee under the former bankruptcy no notice had been given to the creditors. From that order the debtor appealed.

T. E. Winslow, for the appellant.—According to *Edwards* v. *Coombe* (C.P., not yet reported), where the amount of a composition is not paid the original debt revives, and the trustee under the bankruptcy, as representing the creditors, has a right of proof against the debtor's estate in liquidation for the amount of the debts, after giving credit for the composition actually received, and notice to the trustee is sufficient. By the 82nd section no proceeding in bankruptcy shall be invalidated by reason of any irregularity, unless substantial injustice has been caused thereby.

F. Knight, for the respondent.—It is impossible that the agreement to pay the composition can be set up as an answer, for the debtor has voluntarily withdrawn himself from the arrangement, and the creditors are entitled to notice.

The other arguments are sufficiently stated in the judgment of the Court.

The following cases were also cited:—*Re Godber; Ex parte Hemingway, re Howard*, 20 W. R. 572; *Ex parte Real and Personal Advance Company (Limited), re Glass*, 16 S. J. 536; *In re Hatton*, 16 S. J. 574; and rules 295 and 310 were also cited and commented on.

In the course of the hearing two affidavits of the debtor were tendered, but to their reception in evidence an objec-

tion was taken on the ground that they had not been before Mr. Registrar Keene at the time he made his order; but the Registrar acting as Chief Judge did not think the objection could be sustained, inasmuch as the order appealed from stated that "certain creditors under a bankruptcy petition" had not had notice of the meeting; and his Honour held that it was competent to the appellant to show why, in his opinion, such notice was unnecessary.

The REGISTRAR.—It was argued on behalf of the debtor that inasmuch as in regard to the creditors under the bankruptcy no proof could be received except for the amount of the composition, notice to the trustee, through whom the composition was to be paid, was sufficient notice, but even if this were not so, it was further argued that these creditors might be placed in three classes—(1) creditors who had attended the meeting and proved their debts in regard to whom, therefore, their proofs must deemed "conclusive evidence of notice" under the 310th general rule; (2) creditors who had been paid in full, after the bankruptcy, and prior to the petition in liquidation; (3) creditors whose debts would not have affected the carriage of the resolution, and who had notice of the application to register the resolutions. Now, without deciding the very nice question whether on a debtor's avoiding, by his own act, an agreement made under the circumstances in this case to pay a composition to his creditors, no actual failure to comply with the terms of such agreement having taken place, the debts of such creditors would or would not revive to any and what extent, I am clearly of opinion that this is a case in which it is imperative that every creditor in the bankruptcy should have had notice, and that notice to the trustee alone was not sufficient. Of course, I am bound to hold, pursuant to rule 310, that such of the creditors who attended the meeting and proved, had notice. But there does not appear to have been any evidence produced to Mr. Registrar Keene that any of the creditors set forth in the 8th paragraph of the debtor's affidavit had been, as he states, "paid or satisfied." This affidavit was not produced until the hearing before me, and even had it been before the registrar it could not have been received as evidence of payment unaccompanied by any voucher from the creditors alleged to be paid or satisfied. Mr. Keene was, in my opinion, right on the facts before him in refusing to register the resolution, no notice of the meeting having been given to these creditors, and in a case of this description I do not think that the Court would dispense with the notice to creditors even of small amount, and whose votes would have affected the carriage of the resolution. In my experience no case less deserving of any indulgence has been before the Court since the commencement of the Act of 1869. The appeal must be dismissed with costs.

Solicitor for the appellant, *Kisch*.
Solicitor for the respondent, *Bolton*.

COUNTY COURTS.

BRADFORD.

(Before W. T. S. DANIEL, Esq., Q.C.)

Briggs v. *Freeman*.

Factory—Injury to workman—Factory Acts—Obligation to fence machinery—Machinery "not appertaining" to the manufacturing process of the factory in question.

In this case the following judgment was delivered by Mr DANIEL.—This was an action brought to recover the sum of £50 in damages sustained by the plaintiff through an injury occasioned by the negligence of the defendant. The particulars claimed the sum as damages sustained by the plaintiff in consequence of the carelessness and negligence of the defendant in not properly fencing off and protecting a certain belt hole in his mill, whereby the plaintiff fell through the hole, on December 23rd, 1871, and was seriously injured and hurt. And also for that the defendant did, contrary to law, unlawfully neglect to fence off and protect his machinery and shafting, whereby the plaintiff has sustained damages to the amount of £50. The particulars were intended to raise the question of the defendant's liability on two grounds. 1st, at common law, on the ground of negligence *simpliciter*. 2. Under the Factory Acts for neglecting to fence off machinery which by those Acts the defendant was required to fence off. Mr. Terry, for the defendant, objected that the particulars were not framed with sufficient precision to raise the 2nd question, and that the defendant was taken by surprise, not understanding that "contrary to law" meant to refer to the Factory Acts. I considered the defect, if it were a defect, was one which might be remedied by amendment which I might permit to be made, and hardly thought the suggestion of being taken by surprise was well-founded. It was at length agreed that the particulars should be treated as if amended, and made clearly sufficient. And the case proceeded to be heard, and was heard, on this footing. And I rarely find that the real question in controversy between the parties, if both desire its decision, cannot be properly raised and decided in the existing suit without any of the delays or expense involved in the mere technicalities of formal pleading. The case, as it appeared upon the evidence, was this: The plaintiff, who was between fourteen and fifteen years of age, had for some months been employed as a drawing-jobber in the defendant's mill, which was a mill for worsted spinning. The plaintiff's duty was to keep the spinners supplied with bobbins, and for that purpose he had to go to the top room in the mill (the attic) for bobbins, which he collected in a large skep which when filled was placed in a cart, or frame, on four wheels. This cart, with the skep on it, he had to push along the floor from behind, or draw along the floor by means of a strap fixed to the front of the cart frame, and this cart thus laden with the skip he had to take along the floor to a hoist which was at the side or end of the attic, and the access to which hoist was by a portion of the room divided so as to form a passage about nine feet wide and twenty-two feet long up to the hoist. This hoist was raised by machinery to the attic floor, and lowered to any of the other floors of the mill as required. The hoist was about nine feet square, and when raised to the attic there was a ridge of about two inches high, on which the cart with the skep upon it had to be lifted when required to be placed on the hoist for the purpose of being lowered, and the strap at the front of the cart was used for the purpose of lifting the cart and skep on the ridge on to the hoist. There was a window at the end of the hoist, and also a window in the roof, which lighted the attic and the passage leading to the hoist. About two feet along the passage from the hoist there was a hole in the right-hand side of the passage floor—three feet square—through which two belts communicating with the shafting in the room below, worked on a drum in the attic, by means of which the steam power was communicated to the machinery which worked the hoist. These two belts, and the drum on which they worked, were twenty inches wide, and occupied that width in the centre of this hole. There was, therefore, a considerable space of the hole on each of the three sides in the passage not occupied and open. On the right hand side of the passage, well away from the hoist, there was some loose machinery lying, which took up about four feet in width and rather more in length of the passage; thus the machinery nearest the hole would extend a foot in width into the passage beyond the hole. The rest of the passage was clear to the opposite side, and all along to the hoist. In the part of the passage where the loose machinery lay there was a clear width of five feet. The skep was twenty inches, and the cart to the outside of the wheels was two feet wide. There was, therefore, plenty of room for the plaintiff to take the cart with the skep upon it along the passage up to the hoist without necessarily going dangerously near to the hole. He had been employed in the mill for about three months doing the same work, and he would be required to go into the attic and fetch bobbins, and bring them down by the hoist, on the average about twice a day, and he was therefore well acquainted with the belt-hole and the working of the belts. [His Honour then proceeded to the evidence as to the accident to the plaintiff, which amounted to no more than this, that the plaintiff, an intelligent and careful lad, while taking the cart to the hoist, fell through the hole, neither he nor any one else could say how, fell on some shafting in motion, was whirled round and flung off to a distance of several feet. His Honour proceeded.]

The case is, therefore, one in which there was no negligence or carelessness imputable to the plaintiff, and the accident, the cause of the injury, occurred to him while acting in the discharge of his duty. Under these circumstances the question was, is the defendant liable in law for the

consequences? The solution of that question involves this consideration, that the liability, if it exists, must arise out of some duty on the part of the defendant which he has neglected or failed to perform. It was contended by Mr. Berry, on behalf of the plaintiff, that the defendant was guilty of negligence in permitting the hole to remain without protection—that, as the event had proved, it was dangerous, by being dangerously situated with reference to the work the plaintiff had to perform by reason of its proximity to the hoist. It was proved, however, that the hole had existed as long as the defendant had occupied the mill, and was part of the structural arrangement of the mill made by the owner for the purpose of making the machinery of the mill. The size of the hole, as compared with the width of the belts and drum which worked through it, was in itself a protection against any danger that could result from the belts when in motion. The vacant space which intervened between the belts and the edge in each of the three sides of the hole (the fourth side being on the line of the wall) would be a protection against any person passing the hole going along the passage. That the hole has proved a source of danger to the plaintiff is a fact which is not attributable in any way to the proper purpose for which it was made, used, or required. And it would not have been any source of danger to the plaintiff if he had not gone to it, nor need he have gone to it in the proper discharge of his duty. There was plenty of room for him to have taken the cart with the skep upon it to the hoist without going within two feet of the hole. [His Honour then disposed of an argument for plaintiff—that the hole having been boarded over since the accident was an admission of previous neglect of duty—his Honour regarding this merely as an act done by defendant *ex abundanti cautelâ*.]

An employer of labour does not insure the safety of persons employed by him against all accidents which they may have the misfortune to meet with in their work. If there is any risk of danger to which without any fault on their part they may be exposed, they may decline the employment, but if they enter upon the employment without a special contract against any supposed risk, they accept it with the attendant risk, whatever that risk may be, provided it do not arise from circumstances known to their employer and not known to them, and which from the nature of their employment they could not reasonably be expected to know. The cases of *Priestly* v. *Palmer*, 3 M. & W. 1, and *Seymour* v. *Maddox*, 169 B. 326, are authorities which may be referred to for what I have stated to be the law. *Seymour* v. *Maddox* is identical in principle with the present case, and very similar in its circumstances. In that case the plaintiff had been engaged by the defendant as a male singer in the chorus of an opera played at the Princess's Theatre, in London. In passing and repassing to and from the dressing-room he had to pass a floor under the stage in which there was a hole used for purposes of the theatre. This hole was neither lighted nor fenced, and the plaintiff in passing from the stage to the dressing-room fell into the hole and was injured. The Court held that there was no duty in law imposed on the defendant to light and fence the hole, and therefore no liability on the defendant to compensate the plaintiff in damages for the injury he sustained by the fall. In that case, as here there was no special contract; there as now there was nothing but the general relation of master and servant. The circumstance that in that case the plaintiff was an adult, but in this case the plaintiff is an infant, makes no difference. The plaintiff, though an infant, was competent to enter into a contract of service which would entitle him to the rights of such a contract, and as a necessary consequence subject him to its correlative liabilities—one of which would obviously be to take care of himself, and not of his own act or default occasion injury to himself in doing his work. Suppose a servant girl is employed to carry a tray of valuable ware downstairs, and not carefully looking where she is going, misses the first step and tumbles to the bottom and breaks her arm and the china too. In such a case neither would be liable to the other, because it was an accident without fault on either side—and in this case it was an accident without fault on either side. Another ground of liability, however, was relied upon, namely, that the belts and drums which worked through the hole were mill gearing within the meaning of the Factory Act, 7 Vict, c. 15, s. 21, and 19 & 20 Vict. c. 38, s. 4, and the defendant was required to fence it off, for the protection of the plaintiff, who was a young person, as defined by the Interpretation Clause in the first-mentioned Act, s. 73, being of the age of thirteen, and under the age of eighteen years. By this interpretation clause the term "mill gearing." as used in the Act, and to which section 21 is applicable, shall be taken to comprehand (*inter alia*), "every wheel, drum, or pulley by which the motion of the first moving power is communicated to any machine appertaining to the manufacturing processes." In this case the belts and drum were used for the purpose only of communicating power to the hoist for the purpose of raising and lowering it, and not for any other purpose. And a hoist is not a machine appertaining to any of the manufacturing processes carried on in the defendant's mill, which was a worsted spinning mill. I, therefore, think there was no statutory obligation on the defendant to fence these belts and drum; but if there were, I think the hole itself was from its size a sufficient fence for these belts and drum, as it effectually prevented any person, without contributory negligence on his part, coming in contact with them or being brought within their reach when in motion; and, of course, when not in motion they could not be the cause of danger. The case of *Holmes* v. *Clarke*, 31 L. J. S. Exch. 356, 10 W. R. 405, which was relied upon by Mr. Berry, has, when it comes to be examined, no bearing upon the question to be determined here, and its authority was discussed in *Britton* v. *Great Western Cotton Company*, L. R. 7 Exch. 13. Judgment will therefore be entered for the defendant, with costs.

HUDDERSFIELD.

(Before Mr. Serjeant TINDAL ATKINSON, Judge.)

June 18.—*Mitchell* v. *Boothroyd*.

Specific performance of a contract for the sale of real property—Absence of vendor's solicitor at time of execution—Alleged drunkenness.

In this case his Honour delivered the following judgment:—

Mr. Serjeant TINDAL ATKINSON.—This is a plaint on the equity side of this court praying specific performance of a contract for the sale of six freehold cottages at Lockwood. The facts, so far as they are necessary for the judgment in this case, are that on the 7th of November, 1871, the defendant's solicitors, Messrs. Craven and Sunderland, advertised for sale six freehold cottages and some building ground situate at Lockwood, describing them as "a favourable investment for qualifying a number of county voters." The plaintiff being desirous of purchasing a property of this description, sent his agent, Elijah Carter, to the defendant on the 29th of January, to ascertain the price. An interview took place, and the defendant, who was then perfectly sober, offered the property to Carter for £400. An appointment to meet together the same night was made but not kept by the defendant, and Carter called upon the defendant several times on the next and subsequent day to close the bargain with the defendant, but failed to meet with him. On the 31st of January the last day on which, for qualifying voters to appear on the next Parliamentary register, it was necessary in this case to have a valid contract signed; the plaintiff, who was anxious on this ground for the matter to be completed, met the defendant in Westgate in the company of a mutual friend, the witness Burrans, and told him "he (the plaintiff) wanted to see about that property of his which Carter had bought on the Monday previous," and "that it was important it should be settled that night," adding "that his attorney's clerk had gone to his (the defendant's) house to ask where he would be in half-an-hour." The defendant appointed to meet him that evening at an inn called the Pack Horse, but on going there it was found that the defendant was at another public-house known as the Old Hat. The clerk was sent there by the plaintiff to tell him all was ready, and the defendant and Burrans came out of the inn at the same time, and as they all walked out together the defendant stated "that he would not take £400 for the property, but that he must have £425." After some remonstrance on the part of the plaintiff that the property had been agreed to be sold for £400, he finally consented to give the additional £25, and the parties proceeded together to Mr. Mills', the

plaintiff's attorney's office. At this time it was nearly half past nine o'clock. The defendant "demurring" on the ground that Mr. Craven, his attorney, was not there, but on the clerk saying he would send to Mr. Craven for the abstract, and he (Craven) would act for him still, he permitted the matter to go on. The contract was then drawn up, and is as follows:—"Memorandum.—Joseph Boothroyd, of Lockwood, plumber, agrees to sell, and Samuel Mitchell, of Huddersfield, grocer, agrees to purchase all those six freehold cottages, situate in Swan Lane, in Lockwood, for the sum of £425, free from incumbrances, and the said Samuel Mitchell has paid the sum of £5 to the said Joseph Boothroyd by way of deposit, and in part payment of the purchase money, and hereby agrees to pay to the said Joseph Boothroyd the sum of four hundred and twenty-five pounds, being the residue of the said purchase money, and to complete the said purchase on the 1st day of March, 1872. Signed Joseph Boothroyd, Samuel Mitchell, attested by James C. Farrar." On the clerk reading over the terms of sale, when the £400 was mentioned the defendant interposed, stating the plaintiff had agreed to give him £425. The document shows a failure on the part of the defendant in writing his surname the first time. The second is legible, but not so good as his ordinary signature. After the names were affixed the defendant wished to have a deposit of 10 per cent. upon the purchase, but consented to take £5, which was given to him by the plaintiff. The defendant had been drinking that evening, but not immoderately, and was conscious while in the attorney's office of what he was doing. On arriving at his home afterwards he was in a state of complete intoxication. The adequacy of the purchase-money was admitted by the defendant's counsel, his contention being that an unfair advantage had been taken by the plaintiff of the intoxication of the defendant, and his procuring the contract to be prepared and signed in the absence of his legal adviser.

On this state of facts it must be observed that application to a Court of Equity for the specific performance of a contract is not, strictly speaking, a matter of absolute right upon which the Court is bound to pass a final decree. But it is a matter of sound discretion to be exercised by the Court either in granting or in refusing the relief prayed according to its own notion of what is reasonable and proper under all the circumstances of this particular case. The ground of the jurisdiction is, that a court of law is inadequate to decree a specific performance, and can relieve the injured party only by a compensation in damages which in many cases would fall far short of the redress which his situation might require. Whenever, therefore, the party wants the thing *in specie*, and he cannot otherwise be fully compensated, Courts of Equity will grant him a specific performance—(Story's Eq. Jur. 10th ed. s. 716). And the plaintiff will always be left to his remedy at law, unless he comes with perfect propriety of conduct—(*Cadman* v. *Horner*, 18 Ves. 10; *Robinson* v. *Wall*, 10 Beav. 61)—clear from all circumvention and deceit—(*Davis* v. *Symonds*, 1 Cox. 407) and the agreement sought to be enforced must be fair and just in all its parts—(*Underwood* v. *Hitchcox*, 1 Ves. 279). Without these requisites specific performance will not be decreed.

In the present case it is insisted that there has been impropriety of conduct on the part of the plaintiff in inducing the defendant, while under the influence of drink and in the absence of his professional adviser, to sign a contract which, although not in itself unfair or improvident in its terms, yet was obtained under circumstances which ought to prevent the Court from exercising its discretionary power to enforce a specific performance. It becomes, therefore, important with regard to one of the main facts in the case to ascertain whether the defendant was or was not intoxicated at the time he went to the plaintiff's attorney's office, accompanied by his friend Burrans. [His Honour then examined the evidence, and arrived at the conclusion that the defendant knew what he was doing, and was a willing vendor for a sufficient consideration of the property in question. His Honour continued—] No doubt Courts of Equity, on the grounds of public policy, do not incline, on the one hand, to lend their assistance to a person who has obtained an agreement or deed from another in a state of intoxication, yet, on the other hand they are equally unwilling to assist the intoxicated party to get rid of his agreement or deed merely on the ground of his intoxication at the time." It has been observed by a learned writer, either the drunkenness of the party is excessive or moderate. If moderate, and it did not quite so much obscure his understanding as that he was ignorant with whom or for what he had contracted, the contract ought to bind him, and the Scottish law has adopted this distinction, for by that law persons in a state of absolute drunkenness, and consequently deprived of reason, cannot bind themselves by any contract. But a lesser degree of drunkenness, which only darkens reason, has not the effect of annulling contracts. (Story's Eq. Jur. 10th ed. ss. 231, 232). I find this principle has been fully acted upon in the case of *Lightfoot* v. *Heron*, 3 Y. & C. Ex. Cas. 586, the facts of which are somewhat similar to the present. [His Honour read a passage from the judgment of Alderson, B., in that case.] Applying the principle of that case to the facts of the present one, and assuming that the defendant Boothroyd's acts and conduct at the time he heard the contract read over, fully and conclusively showed that he understood clearly and distinctly its terms and import, the same result must follow. The case just cited is useful in this respect, as showing that specific performance will be decreed in favour of a purchaser, though no solicitor acted for the vendor, and though the contract was executed under circumstances which might easily have led to fraud, no fraud having actually been committed; and also that where a party was considerably in liquor when he entered into the agreement, it still is no reason for a court of equity refusing specific performance, if there was no fraud. Upon the ground, therefore, that in the present case there was no circumvention or deceit practised by the plaintiff; that the agreement was fair and just, and was not obtained from the defendant when in a state of intoxication, the defendant's answer to that part of the case entirely fails. I have had, however, and still have, considerable doubt whether the plaintiff comes into this court "with perfect propriety of conduct," and as a consequence is entitled to the interposition of this Court to enforce this contract. There is no doubt the defendant expressed his desire before he signed a document, which was to irrevocably convey his property to the plaintiff, that his professional adviser, Mr. Craven, should be present. The plaintiff heard this, and had that desire been expressed by the defendant for anything more than a creditable wish on his part that having placed the business to his attorney's hands he did not wish him to lose any of the profit of carrying it out, I should have unquestionably refused to interfere, but have left the plaintiff to his remedy at law. The rule universally acted upon by the profession, as I understand it, is that where it is known that an attorney is retained for either a vendor or vendee of property that all communications, when there is an attorney acting for the other side must be made to or through the profession parties engaged, and that any communications to the client by the other side upon the subject matter of the sale purchase is looked upon as a breach of professional etiquette. The propriety of such a rule is obvious: it shields the clients from importunity, prevents improvident bargains, and protects them from fraud, and, what is also of great moment, it preserves a liberal and honourable profession from the temptation of entering into unworthy competition. In this case it is only just to say that Mr. Mills, the plaintiff's attorney, was not present at the transaction, and was not aware until after the whole matter was completed, or that the over-zeal of an active clerk and the anxiety of the plaintiff to complete the purchase on that particular day, had led to the unusual steps adopted on that occasion. Looking, however, at the facts, I have come to the conclusion, although not without some hesitation, that, seeing the contract was signed by the defendant when he was in full possession of his faculties, and who at that time perfectly understood what he was doing, and that there was no fraud or intended fraud in the transaction, but that the object of adopting the unusual means to complete the sale on the 31st of January was to serve a purpose out of which no money-profit to the plaintiff was contemplated, I decree a specific performance of the contract, but, for the reason that the defendant's attorney, Mr. Craven, was not present when the contract was signed, without costs.

Mr. Craven, for defendant, applied that his Honour

would decree that the plaintiff should accept the best title the defendant could give him without putting the defendant to the expense of procuring better evidence of title than was in his own possession.

Mr. Mills, for the plaintiff, objected. Let the defendant submit the abstract to him (Mr. Mills) in the ordinary way, and they might possibly be able to settle the matter without coming before the registrar.

His Honour.—The ordinary course must follow; there will be no special direction until the necessity arises.

Mr. Wheelhouse, instructed by Mills, for the plaintiff.

Mr. Hall, Manchester, by Craven & Sunderland, for the defendant.

DARTFORD.

(Before J. J. Lonsdale, Esq., Judge.

April 30, May 28.—*Edgar* v. *Robins.*

Partnership—Continuing partnership—Right of debtor to the firm to set off separate debt of one partner against partnership claims.

This was an action brought by a continuing partner of a firm of coal merchants for coals supplied. It appeared that a former partner in the firm, who had retired, being indebted to the defendant, applied to him to take coals instead of money in satisfaction of his claim, and defendant had consented. The coals supplied were the property of the firm, and the surviving partner claimed their value without allowing the debt due by the partner who had retired to the defendant to be set off.

Mr. C. R. Gibson, for defendant.

No set-off had been pleaded, and his Honour took time to consider whether he would grant an adjournment for the notice of set-off to be given. He subsequently delivered the following written judgment:—

Mr. Lonsdale.—It seems to be necessary, to enable a defendant to set off against a partnership debt a separate debt due to him from one of the partners on his own account, that the partner whose debt is sought to be made the subject of set-off was put forward, or was allowed to appear and act as the sole contracting partner at the time the mutual debts were incurred (see *Stacey* v. *Decy*, 7 T. R., 361 n.). There is no pretence in this case for saying that Mr. Hunter was so put forward, or allowed to appear and act; I am, therefore, of opinion that the defendant could not, if I adjourned the case for the purpose, set off Mr. Hunter's separate debt due to him against his debt due to the partnership. But I think that the case stated for the defendant, by Mr. Gibson, if proved, would amount to accord and satisfaction with Mr. Hunter, and would be a bar to Mr. Edgar from suing.

I am of this opinion, upon the authority of *Wallace* v. *Kelsall*, 7 M. & W., 264, where to an action by three partners for a joint demand, the defendant pleaded accord and satisfaction with one of the plaintiffs, by a payment in cash, and set off a debt due from that one to the defendant; it was held good without alleging any authority from the other two plaintiffs to make the settlement. This being so, and no plea of accord and satisfaction being necessary in the County Court, the defendant can at once proceed to call his witnesses.

APPOINTMENTS.

Mr. Henry Minshull Stockdale, barrister-at-law, has been appointed Vice-Chairman of the Northamptonshire Court of Quarter Sessions. He was the third son of the late Rev. William Stockdale, of Mears Ashby Hall, Northamptonshire, and vicar of Mears Ashby, by Honor, daughter of the Rev. Godfrey Wolley, vicar of Hulton Bushell, Yorkshire, and was born in 1822. Mr. Stockdale was educated at Jesus College, Cambridge, where he graduated B.A. (27th senior optime) in 1845. He was called to the bar at Lincoln's Inn, in June, 1848, and in 1858, on succeeding to the family estate, was nominated a magistrate for Northamptonshire. He married, in 1858, Sarah Emily, daughter of the Rev. Robert Hervey Knight, by whom he has a family.

Mr. Thomas Englesby Rogers, barrister-at-law, late of the Western Circuit, has been appointed Recorder of Wells, in Somersetshire, in succession to Mr. Charles Saunders, deceased. The new recorder is the eldest son of the late Francis Rogers, Esq., J.P., of Yarlington Lodge, Somersetshire (who died in 1863), by Catharine Elizabeth, eldest daughter of Benjamin Bickley, Esq., of Ettingshall Lodge, Staffordshire. He was born in 1817, and was educated at Corpus Christi College, Oxford, where he graduated B.A. in 1838 (4th class *in Literis Humanioribus*). He was called to the bar at Lincoln's-inn in November, 1846, and for some years practised as a conveyancer, but latterly went the Western Circuit. Soon after, succeeding to the Yarlington estate, he was nominated a magistrate for Somersetshire, and is one of the deputy-chairmen of Quarter Sessions for that county. There is no salary attached to the recordership of Wells, to which he has just been appointed. Mr. Rogers married in 1853, Elizabeth Hannah, daughter and heir of John Stanger, Esq., of Tydd, St. Mary, Lincolnshire, by whom he has a family.

Mr. Charles Pontifex, barrister-at-law, has been appointed a Puisne Judge of the High Court of Judicature at Fort William, in Bengal.

Mr. John Hassard, solicitor, of Great George-street, Westminster (firm Day & Hassard), has been appointed by the Archbishop of Canterbury to be registrar of the diocese of Canterbury, in succession to Mr. W. H. Cullen, solicitor of that city (now in his 91st year), who has resigned. Mr. Hassard was admitted an attorney in 1853, and the firm of which he is a member officiates as secretary to several bishops of the Church of England.

Mr. Arthur Turner Hewitt, solicitor, of Nicholas-lane Lombard-street, City, has been appointed by Mr. Alderman T. White, one of the sheriffs-elect for the City of London and county of Middlesex, to be his under-sheriff for the ensuing year. Mr. Hewitt was admitted an attorney in 1848.

GENERAL CORRESPONDENCE.

*** We should have been happy to insert "J.'s" communication, if its grammar had been intelligible.

Lords of Manors and the Statute of Limitations.

Sir,—There does not seem to be any distinct rule laid down in law books or in the decisions of courts of law as to whether or not the title of the lord of a manor to recover fines in respect of a copyhold property can be barred by the Statute of Limitations; or, in other words, whether copyhold tenure is liable to be extinguished, owing to the neglect of the lord to claim fines or rents due from the copyhold tenant for twenty years after the right to claim them accrues.

Those law books to which the student would naturally turn for information do not give an explicit answer to the question, but refer to decisions on the subject; the most important being, apparently, *Roe d. Johnson* v. *Ireland*, 11 East, 280, and *Turner* v. *West Bromwich Union*, 9 W. R., 155.

There are considerable differences in the circumstances with which these two decisions deal, and therefore it cannot be said that one is supported by the other, and, indeed, if the judgments can be compared at all, the views expressed in them appear to be different. At all events, they neither of them bear directly enough on the broad principle of whether or no the Statute of Limitations precludes the lord of the manor, with regard to his manorial rights, to set all doubts on the subject at rest. Would you, or any of your readers, be kind enough to explain what is the state of the law on this point? I enclose my card, and am your obedient servant, F. Y. S.

9th July, 1872.

[As we understand the law on this point, no statute of limitations applies so as to effect any extinguishment of copyhold tenure in such case, though there may possibly be circumstances under which, after non-exercise of any seigniorial rights for a *very* long time, enfranchisement would be *presumed* as against the lord. As regards the amount of any particular fine accrued, s. of 3 & 4 W. 4 c. 42, enacts that no copyhold fine shall be sued for after six

years from accruer of cause of action, but that is a different question.—Ed. S. J.]

*** A Solicitor sends us the following, which we publish, omitting, in addition to the particulars suppressed by our correspondent, the names of the principals:—

BARRISTERS' FEES AND BARRISTERS' DUTIES.

Sir,—I conceive that the subject of the subjoined correspondence should be of interest to the profession, quite independently of the particular case or parties, and therefore I ask permission to publish it.

The names of the plaintiff and defendant are purposely omitted, and the initials substituted are fictitious.

29th June, 1872. C. D.

A—— v. *B*——.

Sir,—I am the attorney for the defendant in this case, in which a brief of 10 sheets, containing the evidence of four witnesses,—two of them being purely formal,—was recently delivered to you with a fee of £7 19s. 6d.

I distinctly requested my agents to say (on delivering the brief) that if you could not attend to it *personally* I should think it my duty to hand it to some one else, and my managing clerk, who attended to the matter, informs me that while the cause was in the paper it was several times intimated to you that there existed a great desire that you should personally conduct the case. The defence was one which *could* not well have failed, if it had been properly managed; but when the cause was called on to be tried on the 18th instant (and you were *not speaking* at the time) it was found—to the surprise and disgust of the defendant—that your brief had been handed over to a barrister, whose conduct of the case was, as reported to me, a pure farce to anyone but the defendant, to whom it was inexpressibly annoying and painful to witness the most conspicuous mismanagement, coupled with an apparent determination *not* to carry out the instructions contained in the brief. As a result—and no other was possible with such conduct of the case—the defendant lost a verdict of which he had reason to be morally certain, if you or any other competent person had conducted the case.

Now I am well aware, after nearly 30 years' practice, of the position—degrading and immoral as it is—which permits a barrister to receive money with a brief, and retain it, though he may never attend to it (and *may never mean to do so*, though I do not say this was your case), and however one may wonder that any class of men, claiming above all things to observe the rules of honour, and conduct themselves as become gentlemen, can do these things, yet I am aware of what is the practice, and also that usage and custom may so blunt all sense of abstract right, that men of honour and integrity do permit themselves to fall in with such a course of things, and feel no sense of shame.

In this particular instance, however, I feel an exceptional right to complain; first, because there was a tacit engagement made on your behalf that you would attend to it; and next, because the brief was delivered over to another counsel—who was quite unknown to me—without the slightest intimation of your intention to do so.

If your engagements did not admit of your attending to the case personally, the least that should have been done was to have said so, and returned the brief, and *with it the fee*, that I might have instructed another counsel acceptable to me and my client.

It is true that nothing you can *now* do will recompense the defendant, for the verdict has made him a bankrupt, and broken up his home; but you *can* return the fee which has been paid to you, and for which you have not rendered the services in faith of receiving which the fee was paid. I need not tell you that money so paid to any one, except a barrister, could be legally recovered back; nor that if a solicitor or any other person, except a barrister, had so received money and refused to return it, and an action had been brought to recover it back, you or any other counsel would have designated such conduct as utterly unworthy of an honest or honourable man; and, under these circumstances, I put it to your sense of honour and right to return the fee I have paid. I make no abject or crawling petition for it; but I put it to you as a gentleman, as one who may some day become a *judge*, and as such may have to try many a poor wretch, ignorant and illiterate, whose offence in *principle* may be far less baneful to society than the observance of that strange and unseemly etiquette of the bar, which disentitles a barrister legally to claim remuneration for the due performance of his high duties, and (monstrous wrong!) permits him to receive a suitor's money *and retain it* without performance of the services in respect of which it has been paid to him. Barristers—and especially the more eminent of them—may not be aware of the fact that it is this glaring and immoral state of the law which is surely though slowly undermining the respect and confidence which above all other professions the bar *might* inspire, if the exercise of a barrister's vocation were based upon principles of right and reason, and in accordance with the requirements of the age in which we live. The old notion of the fee being an *honorarium* is, now-a-days, pure fudge; a barrister being no less careful of his fees, and no more inclined to serve his neighbour gratuitously than anybody else.

While I desire to write in distinct language, I should be ashamed to be personally offensive to you; and I address you from a sense of duty only.

I reserve to myself the right, if I shall see reasonable occasion, to make this communication public.—I am, Sir, your faithful servant, C. D.

To X. Y., Esq., Q.C.

July, —, 1872.

A—— v. *B*——.

Dear Sir,—As I have the entire management of Mr. X. Y.'s professional arrangements, he has handed me your letter of the 26th inst., and has requested me to acknowledge its receipt.

In doing so I must be permitted to say, with reference to the threat conveyed in the last sentence of that letter, that any gentleman in Mr X. Y.'s position should be perfectly indifferent to the publication of the facts as they really occurred, and to remind you that any other course might bring the writer within the scope of the criminal law.

I must, however, state that you are incorrect in supposing that Mr. X. Y. pledged himself to attend to your case. When your agent delivered the brief, he asked me for such a pledge; this I most decidedly declined to give, as is my invariable rule; for when clients instruct a gentleman with Mr. X. Y.'s numerous engagements, they all take the chance of obtaining his personal attendance.

No one is more anxious than Mr. X. Y. to work his own briefs; but when several courts are sitting it is almost impossible for any leader in large practice to foresee the course things may take, and Mr. X. Y.'s invariable rule is to devote himself to the best of his ability to the emergency of the moment, and to anticipate as far as possible any difficulty that may arise. In your instance, *A*—— v. *B*—— was in the paper several days, and Mr. X. Y. was prepared to attend to it, but unfortunately when it was called on Mr. X. Y. was actually engaged in another case, which he could not leave. Had your case been on first Mr. X. Y. would not have left it.

The gentleman who held Mr. X. Y.'s brief is a gentleman of recognised position and ability, and placed every point most forcibly before the jury. He was debarred from calling the defendant as a witness from having heard that he had, by your advice, made a bill of sale to protect the whole of his property in anticipation of an adverse verdict. But everything else was done that could have been done if Mr. X. Y. had been present, and no other result could have been obtained. I am prepared to believe that you are sincere in saying that *you* do not mean to be personally offensive to Mr. X. Y.; but you must allow me to observe that the language you have used is not very measured, and I am sure on reflection you will feel not justified by the occasion.

For the reason mentioned above I can scarcely believe that the result was as unexpected as you suggest; but though I have no authority from Mr. X. Y. to say so, I have no doubt a proper appeal to that gentleman with reference to the fee will not be unattended to.—I am, dear Sir, yours obediently, E. F.

C. D., Esq.

July, 1872.

A—— v. *B*——.

Sir,—Mr. C. D. yesterday received your clerk's letter, which he assumes is to be taken as yours; and as Mr.

C. D. is thereby led to suppose that you prefer correspondence by deputy, he directs me (his managing clerk) to reply to you.

I am to say that his letter to you was read over to his agent's clerk, who delivered the brief, and who confirms the statement already made; the understanding with your clerk having been that you *would* personally conduct the case, unless it happened that you were speaking at the time the cause was called on, and I imagine, therefore that your clerk, with his and your numerous engagements, has forgotten what actually occurred.

I myself attended the court, and when the cause was called on, I hastened to you in the adjoining court, and finding you were *not speaking*, I urged you to be good enough to attend to this case, and you then told me that you had handed your brief to another counsel.

Mr. C. D. does not wish me to to make any comment on your clerk's view of the way in which the case was conducted, further than to say that everyone in court about me seemed to be of the opinion conveyed in Mr. C. D.'s letter to you; and for myself I will venture to assert that no one in court except your clerk and the gentleman of "recognised position" (whatever that may mean) who held your brief, thought otherwise. I have been a managing clerk some years, and I never witnessed such a muddle; while so clear and simple a case for a favourable verdict for the defendant is very seldom brought to trial.

The bill of sale was given without Mr. C. D.'s advice, and without his knowledge, and therefore the venture your clerk makes on that subject, is a very bad shot indeed.

I am also to say that Mr. C. D. has not the remotest intention of adopting the suggestion made through your clerk of *begging* for the return of the fee he paid you. You will of course do just as you please about it, and whether you return it or not, Mr. C. D. will be neither richer nor poorer, his application to you having been made from a sense of duty to his client and to his profession; and not in many possible event for his personal advantage. I imagine he stands as little in need of seven guineas *as a gratuity*, as you can do.

Mr. C. D. does not know whether the threat of the criminal law, contained in your clerk's letter, had your sanction or not. He cannot well believe (to quote your clerk) that "any gentleman in Mr. X. Y.'s position" could be so weak, so little, and so gratuitously offensive to another gentleman in Mr. C. D.'s position, to suggest that he would be prosecuted because he had had the temerity to suggest that a system which permitted "any gentleman in Mr. X. Y.'s position" to take a fee with a brief and retain it without having attended to the case, or to hand over a brief to anybody he pleased without the knowledge or consent of the client, was a great scandal. He rates your judgment at a higher standard, and he is amused at the excessive, though very injudicious, zeal of your clerk.

Mr. C. D. thinks that your (or your clerk's) letter makes it desirable to publish this correspondence; and he will therefore seek to have it inserted in the legal papers and request that copies be sent to you.

On this subject I am to say that the fee is the least part of the question. He thinks that the uncontrolled right assumed by counsel to hand over, without consent, without knowledge, and without the least notice, the interests confided to them, to strangers, of whom the suitor knows nothing, and who very frequently—indeed, most usually—knows next to nothing of the case, is a practice which, however sanctioned by custom, is utterly indefensible, and implies such a complete reversal of all ordinary principles which regulate business operations, and all sense of right and reason, that it becomes a duty, whenever the opportunity offers, to make a protest—however feeble—against such an unconscionable and unjustifiable assumption of power.

In conclusion I am to say, as was before stated, that Mr. C. D. has no desire, object, or intention to say anything personally offensive of or to you. He certainly considers that his client has sustained a very great injury, but he feels that it is the *system* rather than the *man*, which deserves reprobation, I am, Sir, yours obediently.

To X. Y., Esq., Q.C.,

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 8.—The *Parliamentary and Municipal Elections (Ballot) Bill*.—Consideration of the Commons' alterations of the Lords' amendments.

The Scrutiny.—The Commons' amendments to the details of the machinery by which the scrutiny is to be effected, were agreed to.

The Optional Ballot.—The Marquis of Ripon moved to agree to dispense with the option which their Lordships had inserted, and the Commons had struck out.—The Duke of Richmond was for insisting on the Lords' amendment.—The Duke of Northumberland did not regard the Ballot with favour, but he argued that an optional ballot was highly inexpedient, and counselled that their Lordships should not insist on their amendment.—The Duke of Marlborough was for not waiving the amendment before the bill should have been submitted to the country.—Earl Grey said that the amendment would be fatal to the bill, and by consequence its retention would afford a strong argument against another amendment which he desired to have retained—viz., that giving the Act a merely temporary operation.—Earl Russell desired to preserve the privilege of voting openly for those who desired it.—Lord Penzance argued that optional ballot would combine the evils of both open and secret voting.—On the question whether the Lords should adhere to their amendment, the negative was carried by 157 to 138.—The Commons' consequential amendments of detail, including that as to the property in the voting papers, were then agreed to.

The Use of Schools as Polling Places.—The Marquis of Ripon moved that their Lordships should not insist on their amendment (prohibiting the use of schools), which had been struck out by the Commons, and after some discussion it was agreed that the amendment should not be insisted on; the Marquis of Salisbury afterwards carrying, by 117 to 67, a provision that compensation should be made for any loss in fees or Parliamentary grant.—The Marquis of Ripon moved the omission of clause 55 in accordance with the Commons' amendment. In consequence of the acceptance of the system under which scrutinies were to be had the clause had become unnecessary.—Lord Cairns pointed out that when a clause had been agreed to by both Houses it could not afterwards be struck out of a bill.—The Duke of Richmond was afraid that if their Lordships were to assent to this clause being struck out they would be setting a very dangerous precedent.—Earl Grey also thought that neither of the two Houses of Parliament had the power now to strike out the clause.—The Marquis of Salisbury regretted that the measure could not be put into proper form before it was placed upon the statute-book.—The Lord Chancellor thought that as the clause had been rendered unnecessary by other amendments which had been introduced in the bill, their Lordships could strike it out.—The Marquis of Ripon was understood to withdraw his motion.

The Limited Duration of the Act.—The Marquis of Ripon proposed that their Lordships should not insist on their amendment giving a temporary operation only to the Act.—Earl Beauchamp, *contra*, and the amendment was insisted on by 117 to 58.

The Illiterate Voters.—On the amendment permitting the illiterate voter to make his declaration before the returning officer instead of before a magistrate, the Marquis of Ripon proposed that the House do not insist on the amendment.—Lord Cairns *contra*.—The amendment was insisted on by 88 to 57.

Summary Jurisdictions.—The Lord Chancellor introduced a bill.

June 9,—The *Limited Owners' Improvements Bill* was withdrawn by the Marquis of Salisbury, on the account of the impossibility of carrying the bill so late in the session if opposed, as he believed it would be in the Commons.

Registration of Births and Deaths Bill.—This bill, which is to render the registration of compulsory instead of optional, was read a second time on the motion of Earl Morley.

The *Infant Life Protection Bill* was read the third time and passed.

July 11.—*The Enclosure Law Amendment Bill* passed through Committee.

HOUSE OF COMMONS.

July 8.—*Governor Eyre's Legal Expenses.*—In committee of supply on the Civil Service Estimates a debate took place on a vote of £4,133 for the costs of Governor Eyre's defence, which was proposed by the Chancellor of the Exchequer, on the ground that the Government were bound to fulfil a promise made by their predecessors in office.—Mr. Bowring opposed the vote, going over the whole Jamaica story, and pointing out that Mr. Eyre's costs had been paid by private subscription.—Sir C. B. Adderley denied that the Government were bound by their predecessors' promise, or that there had been any promise; but he argued that Mr. Eyre's expenses ought to be paid, in accordance with the usage of the public service in cases where there had been nothing worse than an error of judgment.—Mr. Gilpin condemned Mr. Eyre's Jamaica proceedings.—Colonel North vindicated them.—Mr. M. Chambers opposed, and Mr. Wheelhouse supported the vote.—Mr. T. Hughes denied that there had been any promise, and argued against the vote.—Mr. R. Fowler thought some of Mr. Eyre's Jamaica proceedings were to be deeply regretted, but that he had been punished enough, and might have his money.—Mr. P. A. Taylor denounced both Mr. Eyre and the vote.—Mr. O. Morgan ditto.—Mr. Russell Gurney, as one of the Royal Commissioners, pointed out that there had been in Jamaica a dangerous conspiracy, which had to be suppressed, and while censuring Mr. Eyre for not watching with sufficient vigilance the operation of martial law after he had once set it in motion, thought that he had now been sufficiently punished.—Serjeant Simon and Mr. V. Harcourt opposed the vote.—Mr. Gladstone said the promise had been given, and though the Government, had they been free, might not have thought it right to authorise such a proposal, they asked for the vote now as a point of honour, not to their predecessors, but to Mr. Eyre, and upon the principle on which the public service ought to be maintained.—Mr. Hardy supported the vote, which was carried by 243 to 130.

Summoning of Middlesex Grand Juries.—Mr. W. H. Smith introduced a bill.

July 10.—*Proportional Representation.*—Mr. Morrison moved the second reading of this bill, which was, he said, a modification of the plan brought forward by Mr. J. S. Mill in 1867.—Mr. T. Hughes seconded the motion.—Sir C. Dilke, agreeing as to the necessity for a re-distribution of seats, moved as an amendment, "That no measure dealing with the distribution of electoral representation will be satisfactory to the House which does not extend to Scotland and Ireland, and which does not give an equal share of political power to all electors."—Mr. Blennerhassett seconded the amendment.—Mr. T. Collins supported the principle of proportional representation, but hoped that the present bill would not be pressed to a division.—Mr. Stapleton regretted that Mr. Hare's plan had not been introduced into the bill in its integrity.—Mr. J. Lowther argued in favour of the representation of minorities.—Mr. Newdegate could not commit himself either for or against any further electoral change until he had seen how the ballot worked.—Mr. Delahunty protested against the application of the bill to the Irish boroughs.—Mr. Winterbotham said the Government had no collective opinion upon the measure, and at present it was too abstract a question for them to be compelled to consider it in a practical light.—Mr. Morrison withdrew the bill in favour of Sir C. Dilke's amendment; which division was rejected by 154 to 26.

July 11.—*The Warwickshire County Court.*—In reply to Mr. West, the Attorney-General said the Lord Chancellor had directed inquiry to be made how far the circuit lately filled by Mr. Dinsdale could with advantage and propriety be absorbed into other circuits. If it could it would be so absorbed, but not otherwise. In the course of the last two or three months two County Court Judgeships had been suppressed by the Lord Chancellor; but the Government could give no pledge as to the suppression of particular Judgeships or the reduction of the number to 35.

The *Intoxicating Liquors (Licensing) Bill*, (the Government Licensing Bill) passed through committee, and the third reading was fixed for the 16th.

OBITUARY.

MR. F. DINSDALE.

The death of Frederick Dinsdale, Esq., LL.D., Judge of the County Courts in Circuit No. 22, took place at his residence, Tachbrook House, Leamington, on the 7th July, at the age of 69 years. Mr. Dinsdale was a member of an old and respected family in Durham, and was educated at Christ's College, Cambridge, where he graduated B.A. in 1829. He was called to the Bar at the Middle Temple in May, 1834, and for some years filled the office of Judge of the Court of Requests at Oldham, in Lancashire; but soon after the establishment of the present County Courts, in 1847, he was nominated Judge of Circuit No. 22, which embraces parts of Northamptonshire, Warwickshire, and Worcestershire. He was also a magistrate for the county of Warwick, and a Fellow of the Society of Antiquaries. About two years ago his health failed, and his duties were chiefly performed by the deputy judge, Mr. A. F. Godson, of the Oxford Circuit. Last Saturday his illness assumed a serious aspect, and Dr. Quain was telegraphed for from London, but Mr. Dinsdale expired on the following morning. He enjoyed the respect and friendship of those practising in his courts. Mr. Dinsdale married, in 1865, Miss England, of Cheltenham, who survives him.

MR. W. H. ROBERTS.

Mr. William Henry Roberts, Barrister-at-law, and late Recorder of Grantham, died at Leicester on the 28th June, at the age of 57 years. He was the son of the late Rev. Thomas Roberts, schoolmaster, of Uppingham, by his wife Elizabeth, third daughter of the late Rev. W. Pochin, rector of Morcott, Rutland. He was born on the 9th January, 1815, and was educated at Emmanuel College, Cambridge, where he graduated B.A. (second in 2nd class of classics) in 1837; in 1839 he held a Tyrwhitt's Hebrew scholarship. Mr. Roberts was called to the bar at Lincoln's-inn in January, 1842; and joined the Midland Circuit; he also attended the Leicestershire and Northamptonshire sessions. In February, 1855, he was appointed Recorder of Grantham, in Lincolnshire, but at the beginning of the present year he resigned the office, when he was succeeded by Mr. J. W. Mellor, a son of Mr. Justice Mellor. Mr Roberts unsuccessfully contested Richmond in March, 1866, and again in November, 1868, in opposition to Sir Roundell Palmer, Q.C. He was joint editor of "Roberts's, Leeming's and Willis's New County Court Cases," and author of smaller legal works. In 1861 he married Esther, third daughter of R. Wyborn, Esq., of Finglesham, Kent.

MR. W. F. DOBSON.

Mr. William Francis Dobson, M.A., barrister-at-law, died on the 29th June, at his residence in Gower-street, in the sixty-first year of his age. He was the eldest son of the late Sir Richard Dobson, M.D. (who was descended from a younger branch of an old Westmoreland family, and was for many years chief of the medical staff of Greenwich Hospital, being knighted in 1831), by his first wife, the second daughter of the late William Alston, Esq., of Rochester. He was educated at St. John's College, Cambridge, where he graduated B.A. in 1835; and was called to the bar at Lincoln's-inn in November, 1838. Mr. Dobson resided at Gravesend about twenty or thirty years, and took an active part in the municipal affairs of the borough; he was elected mayor of Gravesend in 1853, and was re-elected in the following year; at the close of his mayoralty the inhabitants presented him with a valuable piece of plate, and his own portrait by an eminent artist. He was a freemason, and, after filling various posts in connection with several minor lodges in Gravesend, he was raised to the position of Deputy Provincial Grand Master in Kent. After leaving Gravesend he went to reside at Bearsted House, near Maidstone; but, finding that his health suffered from excessive railway travelling, he had recently come to reside in Gower-street, where he died. His funeral took place at Bearsted on the 5th July.

MR. R. G. LOWE.

Mr. Richard Grove Lowe, solicitor, of St. Alban's, Herts, died at his residence, St. Peter's-street, in that

town, on the 28th June, at the age of 70 years. He was a son of the late Rev. Jeremiah Lowe, M.A., minister of St. Michael's parish, St. Alban's, who was also a magistrate for the liberty and county, and long resided in the town. Mr. R. G. Lowe was admitted an attorney in 1825, and practised in St. Alban's for upwards of forty-five years. In 1828 he was appointed clerk to the magistrates of the liberty, and since the establishment of the poor-law system he has been clerk to the local board of guardians, and also registrar of births and deaths. He had also been coroner for the St. Alban's district for nearly thirty years, having succeeded the late Mr. Francis J. Osbaldeston, and previous to 1847 he was assessor of the Court of Requests for the Watford district. He was a member of the old town council, and filled the office of Mayor in 1832, and again (under the Municipal Corporation Amendment Act) in 1841.

INTERNATIONAL ARBITRATION.

The following address was delivered by Count Sclopis, the President of the Geneva Arbitration Tribunal, subsequently to the announcement of the Arbitrators' Declaration against the admissibility of the "indirect claims":—

"At the moment when the knot of those complications which threatened to prevent the execution of the Treaty of Washington is about to be cut— at the time when our labours are about to take a free and regular course— permit me to assure you, my dear and honoured colleagues, how highly I appreciate the distinguished honour of sitting with you on a Tribunal on which the eyes of the civilised world are now fixed. Let me express to you the gratitude I feel for the flattering mark of confidence you have bestowed on me in inviting me to occupy the presidential chair. I am perfectly sensible of the value of a distinction so little merited on my part, and am even more fully aware of my dependence on your united aid in the execution of its duties. I shall be mainly indebted to your support if I do not prove unworthy of the task you have assigned me. The meeting of this Tribunal is in itself an indication that a new direction has been given to the ideas which govern the policy of nations the most advanced on the path of civilisation. We have reached an epoch in which a spirit of moderation and a sentiment of equity begin in the elevated sphere of politics to prevail over the tendencies of an ancient routine at once arbitrary and insolent, and over a culpable indifference to the causes that lead to wars and misfortunes. This grand epoch, which places the interests of humanity above those of policy, is the aim towards which every great intelligence and every generous heart turns in times like these with instinctive sympathy. With what joy must one recognise the fulfilment of those wishes so nobly expressed by the Congress of Paris in 1856, that states, between which there existed a serious cause of disagreement, before having recourse to arms, should, as far as circumstances admitted, submit their differences to the friendly offices of neutral powers. What excellent effects have already resulted from the declaration of the same Congress regarding the abolition of practices tending to diminish respect for private property! Finally, we cannot on this spot forget that convention of Geneva which has placed under the special protection of international law the generous impulse of charity upon the field of battle. It is natural to regret that the just and wise views of such congresses have not been more promptly seconded by events. Generous spirits have suffered cruel disappointment, but the moral authority of the principles thus proclaimed has suffered no diminution. Thanks to the initiative of the statesmen who preside over the destinies of England and the United States, this generous idea has begun to bear fruit. A grand attempt at the application of the austere and rigid principles of law to exciting questions of politics is about to begin. Contemporary history will show positively that, even amid the heat of the liveliest recriminations, the people of both countries have never neglected to leave the way open for a settlement acceptable to the friends of peace and progress. Notwithstanding the necessary length of these negotiations, and the fact of their being influenced by the variable currents of public opinion, the object of these magnanimous efforts was never for a moment lost sight of. No one could be found to deny the merits of arbitration in the abstract; but for two Governments to have renounced that privilege so dear to vulgar ambition of seeking justice by the might of their own hands, this must have required a rare firmness of conviction, and a devotion to the interests of humanity, proof against all trials. The Prime Minister of England has spoken of the Treaty of Washington in the following terms, which characterise at once the difficulties and the grandeurs of the enterprise:—'It may be said that the hope we cherish is too splendid to be realised in the world of misery in which we live; but that hope is at least worthy of the effort. We seek to ascertain whether it is possible to submit the differences of opinion between two nations to the judgment of a tribunal of reason instead of the bloody arbitrament of arms. History will remember that the two great countries, while fully maintaining their respective views, have nevertheless applied themselves jointly to the preservation of peace; and this not merely for their own sakes, but in order to establish an example fruitful of benefit for other nations.' It has been said that the triumph of every great idea is but a question of time. Let us, then, gentlemen, congratulate ourselves on assisting at the realisation of a project which promises to be prolific of the best results; and let us hope that those anticipations, in which we are permitted to indulge to-day, may be fulfilled in the future. We have heard that terrible maxim, 'Might makes right'; but is it not a defiance to civilisation? We have lived to see policy taking counsel of justice, in order to avoid the abuses of force. Civilisation ought to be proud of such homage to her influence, and let us not despond because the question we have been called upon to resolve has only found its way before us after a prolonged agitation. Let us rather recognise the importance of the documents that have been laid before us, and of the arguments by which they have been supported. Long investigations generally result in the most satisfactory solutions, as rivers that have been the most carefully sounded are the safest for navigation. The law of nations has been but too often regarded as a shifting sand on which it was impossible to advance with certain step; is it too much to hope that our efforts may tend to increase the solidity of the ground? The subject of our deliberations demands study as varied as serious. We have to examine it from different points of view; now with the broad perceptions of the statesman, now with the closely scrutinising glance of the judge on the bench; at all times with a profound sentiment of equity and an absolute impartiality. We anticipate every assistance from the earnest efforts of the agents of the two Powers who are before the Tribunal. Their high intelligence and their enlightened zeal are both known to us. In a word, the Tribunal relies on the assistance of the counsel of the high parties present at the bar, and of the eminent jurisconsults whose names are sufficient eulogy. We believe that they will co-operate frankly with us in what ought to be, not only a work of justice, but also a work of pacification on a large scale. May we realise completely the expectations of the Powers who have honoured us with their choice! May we, with the help of God, fulfil a mission which will put an end to long and painful differences, and may not be without effect on the maintenance of the peace of the world and the progress of civilisation! Your wishes, most honourable colleagues, will no doubt be in accordance with mine. You will desire that we may be the means of preventing for the future the necessity for sanguinary conflicts, and of strengthening the empire of reason. In this pleasing forecast I am happy to be able to recall the words of George Washington, the hero of America:—'If there be one truth firmly established, it is that there is a sure relationship between the pure maxims of an honest and magnanimous policy and the solid rewards of prosperity and public happiness.'"

The following comment upon the above is by M. John Lemoinne, in the *Journal des Debats* of July 6 (we borrow the *Times*' translation):—

"It is," he says, "doubtless a great advantage and a great example when two nations of the first rank like England and America submit their disputes to a Court composed of Italians, Swiss, and Brazilians, but we have seen to how many vicissitudes this Arbitration has been exposed, although it had to decide mainly upon material questions alone. An Amphictyonic tribunal can only decide between parties who are already agreed, or who are incapable of offering resistance. In the present instance it

was clear that on neither side was there any wish to bring about a violent rupture, and the solution has been facilitated by this reciprocal desire. But if England and America had really had any inducements to make war, they would have recognised no arbitration and could not even have sought for one. 'Force is superior to right.' This phrase has become a proverb, although we have never seen it officially recognised, and, although the man to whom it is ascribed positively disavowed it, this phrase was repeated by the President of the Geneva Tribunal. We should perceive as he did in that expression, if it had been uttered, an insult to justice and civilisation, but not an insult to truth and history, with which, unfortunately, it is but too consistent. Arbitration is intended for earthen pots and not for vessels of metal, and there are uncontrollable forces the shock of which no diplomatist can prevent. After the Crimean War the Powers which assembled at the Congress of Paris pledged themselves never to declare war without having previously submitted the reasons for doing so to the neutral Powers. So it came about that since that time France has had her Italian war, Prussia her Austrian war, and Germany her French war. We should like to know what upon those occasions became of the arbitration of neutrals. Arbitration is a reality only exercised by the greater powers over the lesser ones. Thus upon many occasions during the last forty years the alliance of France and England has prevented local quarrels from setting Europe in a blaze. The great Powers form an Amphictyonic Council when lesser Powers are to be dealt with. But when the great powers seek to quarrel among themselves, what is there to prevent them from doing so? In that sense it is that 'force is superior to right.' There is a great difference between an arbitration to settle a question of money, as at Geneva, and an arbitration to settle the difficult question of national excitement, of religious antagonism, or princely ambition. In the days when there was but one religion, one Church, the Popes exercised a paramount moral intervention, imposed a truce by Divine authority, and traced lines of demarcation not only on land, but on sea. Contemporary generations have been educated in a hatred of the Holy Alliance, and yet when we observe the somewhat mystical terms of the pact we cannot help seeing in it the true basis of pacification and the reconcilement of nations. But in the present day arbitration tribunals have only purely material questions to decide. Even within those limits we have seen how often the negotiations have been upon the point of breaking down, and even now we are scarcely certain that it is yet ended. We most cordially concur in the sentiments expressed by the President of the Geneva Tribunal, but we cannot carry our illusions so far as to believe that this arbitration constitutes an international legislation, and heralds the approach of general peace. We have examples too close at hand. The dreams of all the men who for so many years have cultivated and preached peace have been too roughly contradicted that we should be impressed with any other feeling when reading the remarks of M. Sclopis than a sadly Platonic pleasure."

THE EUROPEAN ASSURANCE SOCIETY.—The adjudication of claims in this winding up has been adjourned to the 6th of November; and until the action of Parliament has been ascertained, the policyholders will not be required to substantiate their claims.

THE LAW'S DELAY IN SWITZERLAND.—As a proof of how the law "drags its slow length along" in the Canton of Vaud, there is a case still pending which was begun by a Parisian lady before the District Court of Aigle in 18 8, and is not yet settled. The action was brought by a lady against a Moldavian Prince, to whom she had lent a sum of 8,500f., for which the Prince gave two bills of exchange, one for 5,500f., and the other for 3,000f., both of which bills were dishonoured. All the interim law suits have been won by the lady, who, however, has been obliged to make eight journeys from Paris to Lausanne, and to bring witnesses also from Paris. So stands the matter up to the present time. All demands for the payment of the money, even through the medium of the French Embassy, have proved fruitless, and the costs have by this time exceeded the sum in dispute. Yet the case is simple enough.—*Swiss Times.*

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, July 12, 1872.

3 per Cent. Consols, 92¾	Annuities, April, '85
Ditto for Account, Aug. 1, 92¾	Do. (Red Sea T.) Aug. 1908
3 per Cent Reduced 92¾	Ex Bills, £1000, — per Ct. 2 pm
New 3 per Cent., 92¾	Ditto, £500, Do —2 pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, —2 pm
Do. 2½ per Cent., Jan. '94	Bank o England Stock, 4½ per Ct. (last half-year) 214
Do. 5 per Cent., Jan. '73	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 206	Ind. Enf. Pr., 5 p C., Jan. '72
Ditto for Account. —	Ditto, 5½ per Cent., May, '79 106¾
Ditto 5 per Cent., July, '80 109½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do. 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88 106½	Do. Bonds, 4 per Ct., £1000
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000
Ditto Enfaced Ppr., 4 per Cent. 96½	

RAILWAY STOCK.

	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	109
Stock	Caledonian	100	115
Stock	Glasgow and South-Western	100	125
Stock	Great Eastern Ordinary Stock	100	50¾
Stock	Great Northern	100	140½
Stock	Do., A Stock*	100	162
Stock	Great Southern and Western of Ireland	100	115
Stock	Great Western—Original	100	115¼
Stock	Lancashire and Yorkshire	100	136½
Stock	London, Brighton, and South Coast	100	74¼
Stock	London, Chatham, and Dover	100	25
Stock	London and North-Western	100	151
Stock	London and South Western	100	107
Stock	Manchester, Sheffield, and Lincoln	100	75½
Stock	Metropolitan	100	59
Stock	Do., District	100	30
Stock	Midland	100	147
Stock	North British	100	71½
Stock	North Eastern	100	169
Stock	North London	100	130
Stock	North Staffordshire	100	81
Stock	South Devon	100	70
Stock	South-Eastern	100	100½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Owing to the anticipations of the new French Loan, and possibly also to the pace at which the issue of new joint stock undertakings has lately been proceeding, the markets have been depressed this week, and money not so plentiful. In home railways London, Brighton, and South Coast experienced a fall on the announcement of a dividend at the rate of ¾ per cent. per annum, when 1¾ had been expected. On the other hand, South Eastern, which are announced to pay 3½, as against 2¾ of this time last year, made a sharp rebound. The markets closed with an improving tone. There seems an abatement in the flood of new companies.

The prospectus of the Provincial Tramways Company (Limited) states that the Company has been formed for the purpose of acquiring and working tramways (and omnibuses in connection therewith) in several large provincial towns, but under one central management. The capital is £300,000, in 30,000 shares of £10 each, the first issue being for half the amount.

Mr. William Nicholson Hodgson, M.P. for East Cumberland, has been elected Chairman of Quarter Sessions for the county of Cumberland, in succession to the late Mr. Hasell; and the Hon. Percy Wyndham, M.P. for West Cumberland, has been appointed Vice-chairman of that body.

The funeral of the late Mr. Richard Blagden, solicitor, of Petworth, Sussex, took place at the Petworth cemetery on the 2nd July, when all the shops in the town were closed. About two hundred of the gentry, farmers, and tradesmen were present on the occasion, among whom were Lord Leconfield, W. T. Mitford, Esq., M.P., W. Peachey, Esq., J.P., &c.

FAILURE OF JUSTICE.—Warwick appears to be in a bad way. The local juries persist in refusing to convict criminals in cases where there is no doubt as to their guilt, and the Town Council have even found it necessary to petition Government to abolish the Quarter Sessions at that place, on the ground that it is impossible to get justice ad-

ministered there. On Friday last the jury had the coolness to acquit a man charged with a violent highway robbery, who was caught in the act by a policeman with the prosecutor's property in his possession, and who remarked that "he knew he was done, and should plead guilty." This extraordinary conduct on the part of the jury led to some strong observations from the Recorder, who characterised the case as the clearest he had ever had before him, and promised all assistance in his power to the local authorities in endeavouring to secure the desirable object of getting the Court of Quarter Sessions translated. — *Pall Mall Gazette.*

ESTATE EXCHANGE REPORT.

AT THE MART.

July 3.—By Messrs. DRIVER.

North Woolwich, Nos. 1 to 28, Victoria-street, Nos. 1 to 4, North-row, the villa residences facing the river, and building land, about 2 acres, all freehold—sold for £6,100.

July 4.—By Messrs. BEADEL.

Isle of Wight.— Ventnor, Grove-house, with pleasure grounds, containing 2a. 1r. 35p.—sold for £3,700.

By Messrs. NORTON, TRIST, WATNEY, & Co.

Hants, near Romsey.—The Bramshaw-house estate, comprising mansion, farmhouse, &c., 68 acres—sold for £9,060.

Oxon, Barford.—Enclosures of freehold land, containing 82a. 1r. 12p.—sold for £3,000.

By Messrs. NEWBON & HARDING.

West Smithfield.—No. 21, Charterhouse-street, freehold—sold for £1,500.

By Messrs. SCOBELL & JENKINSON.

Watford.—St. Alban's-road, a plot of land, containing 0a. 1r. 34p.—sold for £310.

By Messrs. BUTCHER, at the Mart.—Ewell, near the station — Four acres of land, freehold—sold for £1,860.

Great Bookham.—Sole Cottage, with stabling, &c, freehold—sold for £590.

July 5.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Sussex, near Cuckfield.—The Manor and Garston's estate of 469 acres—sold for £26,000.

The Gravenhurst estate, adjoining the above, and comprising residence and 141 acres—sold for £16,250.

By Messrs. BLAKE, SON, & HADDOCK.

Carshalton.—Residence, with pleasure grounds and 2a. 0r. 20p.: also the Lower Town Pond, containing 1a. 1r., freehold—sold for £3,000.

A parcel of ornamental land, containing about 6 acres—sold for £1,500.

The freehold residence known as "The Grove," and 5a. 0r. 20p. —sold for £5,710.

By Messrs. FAREBROTHER, CLARK, & Co.,

Sussex, near Crawley.—A farm house with outbuildings, and 28a. 0r. 33p, freehold—sold for £3,000.

Two enclosures containing 13a. 2r. 28p.—sold for £1,010.

Two enclosures containing 3a. 2r. 27p.—sold for £500.

Maida Vale, Canterbury-mews, a range of stabling, term 73 years—sold for £910.

By Messrs. DEBENHAM, TEWSON, & FARMER.

Kent.—Tenterden, a freehold residence, known as Summer Hill, and 36a. 0r. 19p.—sold for £5,000.

July 6.—AT NORWICH.

By Messrs. BUTCHER & BOWLER.

Norfolk.—Tivetshall, St. Margaret, Hundred Lane Farm, with homestead and 150a. 0r. 14p. freehold—sold for £6,050.

The secretary of the Estate Exchange reports the total amount of property registered as sold by public auction and private contract for the half-year ending the 30th June at £3,775,080, as compared with £1,903,180 sold during the same period in 1871.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

BARTLETT—On Saturday, July 6, at 39, Canning-street, Liverpool, Mrs. William Bartlett, of a daughter.

GRAHAM—On June 29, at 1, Elfin Villas, Teddington, the wife of Allen M. Graham, barrister-at-law, of a son, stillborn.

LABILLIERE—On July 10, at 5, Aldridge-road Villas, Westbourne-park, the wife of Francis P. Labilliere, Esq., barrister-at-law, of a son.

LEACH—On July 6, the wife of Thomas Leach, of Seaford Lodge, Ryde, Esq., barrister-at-law, of a daughter.

WHEELER—On July 9, the wife of George Brash Wheeler, Esq., of Bedford-row and Penge, of twins—a son and daughter.

WORSLEY—On July 10, at 94, Palace-gardens-terrace, Kensington, the wife of Henry W. Worsley, Esq., barrister-at-law, of a son.

DEATHS.

CLOUGH—On July 1, at Beell's-court, Pontefract, Mr. James Clough, solicitor, aged 47 years. He was the youngest son of the late Mr. Alderman Clough, solicitor, of Pontefract, and had been in practice there about twenty years. In 1853 he was elected a member of the Pontefract Town Council. He leaves a widow and family.

DAVIES—On July 4, at Clevedon, Somersetshire, Mr. Edmund Davies, solicitor, of 59, Coleman-street, City, aged 41 years. He was admitted in 1852, and was a member of the City firm of Russell & Davies.

GROVER—On July 8, John Logan Grover, Esq., solicitor, of No. 4, King's Bench Walk, Temple, in his 75th year. He was admitted in 1832.

HARVEY—On June 30, at 4, St. Ann's-villas, Royal-crescent, Notting Hill, John William Henry Harvey, Esq., solicitor, of 61, Lincoln's-inn-fields. He was admitted in 1846.

MARDON—On June 29, at Greenford House, Sutton, Surrey, William Mardon, Esq., solicitor, of that place, and of 99, Newgate-street, London, aged 72. He was admitted in 1839.

ROBERTS—On June 28, at Leicester, William Henry Roberts, of Great Easton, late Recorder of Grantham, aged 57.

SABINE—On June 30, at Temple House, Nunhead, after a short illness, Mr. Henry Sydenham Sabine, for many years a solicitor of Bristol, aged 62. He was admitted in 1834.

TAPP—On July 9, at 9, Old Buildings, Lincoln's Inn, William John Tapp, Esq., barrister-at-law.

TOMLINSON—On July 4, at Derby, Mr. William Tomlinson, solicitor, of Ashborne, aged 69. He was admitted in 1830.

WEATHERHEAD—On July 6, at Hammersmith, James Thomas Weatherhead, Esq., solicitor, late of Coleman-street.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, July 5, 1872.

Duke, Richd, and Thos Goffey, Lpool, Attorneys, Solicitors, and Conveyancers. June 29

Hore, Maurice John, and Hy Lynch, Lpool, Attorneys-at-Law and Solicitors. July 2

TUESDAY, July 9, 1872.

Heather, Jas, sen, Jas Heather, jun, and Hy Rockingham Gill, Paternoster-row, Attorneys and Solicitors. July 6

Whatley, Joseph, and Robt Coster Dryland, Reading, Berks, Attorneys and Solicitors. July 6

Wright, Robt, and Geo Wagstaffe Hodgkinson, Stone, Stafford, Attorneys and Solicitors. July 4

Winding up of Joint Stock Companies.

FRIDAY, July 5, 1872.

UNLIMITED IN CHANCERY.

Aberdare and Central Wales Junction Railway Company.—The Master of the Rolls has fixed July 12 at 11, at his chambers, for the appointment of an official liquidator.

Colchester New Market Company.—Creditors are required, on or before July 27, to send their names and addresses, and the particulars of their debts or claims, to John Stuck Barnes, Colchester. Wednesday, Aug 7 at 1, is appointed for hearing and adjudicating upon the debts and claims.

West Grimstead, Cuckfield, and Hayward's Heath Junction Railway Company.—Petition for winding up, presented July 3, directed to be heard before the Master of the Rolls on July 13. Prior and Co, Lincoln's-inn-fields, solicitors for the petitioners.

LIMITED IN CHANCERY.

Tram Railway Company of Great Britain (Limited).—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims to Victor Bauer, 82, Cheapside. Wednesday, Aug 7 at 12, is appointed for hearing and adjudicating upon the debts or claims.

TUESDAY, July 9, 1872.

LIMITED IN CHANCERY.

Carribean Company (Limited).—Petition for winding up, presented July 13, directed to be heard before Vice Chancellor Malins on July 19. Bellamy and Strong, Bishopsgate-st within, solicitors for the petitioners.

COUNTY PALATINE OF LANCASTER.

TUESDAY, July 9, 1872.

West Derby Township Investment Society (Limited).—Petition for winding up, presented July 3, directed to be heard before the Vice Chancellor on Tuesday, July 23. Richardson and Co, Lpool, solicitors for the petitioner.

Friendly Societies Dissolved.

TUESDAY, July 9, 1872.

Totnes Fourth Annuitant Society, Commercial Inn, Totnes, Devon. July 4

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 5, 1872.

Ball, Jas, sen, Loughborough, Leicester, Baker. Aug 29. Ball v Ball, M.R. Woolley, Loughborough

Christian, John Robt, Field House, Walthamstow, Gent. July 25. Re Christian, Masters in Lunacy. Longcroft, Lincoln's inn fields

Colmore, Colmore Frind Cregoe, Coombe Lodge, Whitchurch, Oxford. Aug 29. Colmore v North, M.R. Bloxham, Birm

Ely, Saml, Tattershall, Lincoln, Auctioneer. Aug 3. Reed v Rhoades, V.C. Wickens. Brackenbury, Tattershall

Griffiths, Wm, Hackney rd, Licensed Victualler. July 22. Griffiths v Higginson, V.C. Wickens. Willoughby and Cox, Clifford's inn, Fleet st
Morgan, Evan, Llandysul, Cardigan, Gent. July 23. Jones v Thomas, V.C. Malins. Jones, Llandyssul
Plant, Jas. Wolverhampton, Stafford, Builder. Sept 2. Hutchinson v Plant, V.C. Bacon. Field, New inn, Strand
Quickfall, John, Gt Grimsby, Lincoln, Gent. Aug 31. Quickfall v Wilson, V.C. Malins. Haddesley, Caistor
Thomas, Lewis, Broadway, Laleston, Glamorgan, Farmer. July 31. Thomas v Thomas, V.C. Wickens. Stockwood, Bridgend

TUESDAY, July 9, 1872.

Bell, Chris, Scarborough, York, Artist. July 26. Bell v Bell, V.C. Bacon. Charlesworth, Settle
Hargreaves, Jas, West Tilbury, Essex, Clerk. Aug 10. Whibley v Hargreaves, V.C. Wickens. Field and Co, Lincoln's inn fields
Herbert, Edwd, Euston rd. Modeller. July 31. Herbert v Herbert, M.R. Taylor and Co, Gt James st, Bedford row

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 5, 1872.

Andrews, Robt, Louth, Lincoln, Brewer. Aug 24. Sharpley
Barron, Sir Hy Winston, Halkin st, Belgrave sq, Baronet. Aug 31. Harting and Son, Lincoln's inn fields
Beatson, Wm Ferguson, Umballa, East Indies, Major General. Oct 1. White, Southampton st, Bloomsbury
Beckwith, Eliza, Chester, Spinster. Aug 23. Simpson and North, Lpool
Billing, Eliz, Tardebigg, Warwick, Spinster. Aug 10. Walford, Birm
Bone, Edwd, Gloucester House, Peckham, Solicitor. Aug 18. Gregson, Angel ct, Throgmorton st
Burrington, Wm, Pidsley, Devon, Yeoman. Aug 14. Cleave and Sparkes, Crediton
Clarke, Hy, Birm, Grocer. Aug 10. Walford, Birm
Crawford, Walton, Scarborough, York, Watchmaker. Aug 17. Cornwall, jun, Scarborough
Duarte, Fras Jane, Sandhey Hoylake, Cheshire, Widow. Sept 2. Gill, Lpool
Fraser, Annie Jane, Wokingham, Berks, Widow. Aug 10. Cooke, Wokingham
Gilbert, Edwd Willett, Tonbridge Wells, Kent, Land Surveyor. Oct 1. Alleyne and Walker, Tonbridge Wells
Gruggen, Rev Fredk Jas, Pocklington, Yorkshire. Sept 2. Sowton, Bedford row
Hopper, John Mason, Norton, Durham, Esq. Sept 1. Newby and Co, Stockton
Husted, Jas, Aylesbury, Buckingham, Toll Collector. Oct 1. Langham and Son, Hastings
Listowel, Rt Hon Maria Augusta, Countess Dowager of, Rutland Gate, Hyde pk. Aug 26. Wynne and Son, Lincoln's inn fields
Maw, Peter, Scarborough, York, Veterinary Surgeon. Aug 10. Cornwall, jun, Scarborough
McDermott, Hy, Montagu st, Gent. Aug 10. Cronin, Southampton row, Bloomsbury
Newton, Wm, Putney, Wine Merchant. Oct 1. White, Southampton st, Bloomsbury
Read, John. Temple Coombe, Somerset, Gent. Aug 10. Dashwood, Sturminster Newton
Rigaud, Lucy Fras Sarah, Anglesey, Alverstoke, Hants, Widow. Aug 24. Wilkinson, Gosport
Rothwell, Wm, Kenyon, Lancashire, Valuer. Aug 31. Davies and Brook, Warrington
Shank, Jas, Gloucester pl, Portman sq, Esq. Aug 19. Cookson & Co, New sq, Lincoln's inn
Sharp, Wm, Horsham, Sussex, Builder. July 25. Medwin and Co, Horsham
Simmonds, Richd, Gt College st, Camden Town, House Decorator. Aug 18. Turnbull, St George's rd, Regent's pk
Stokes, Ann, Ellichpore, East Indies, Widow. Aug 15. Crosse, Bell yd, Doctors' commons
Todd, John Matthew, Habergham Eaves, Lancashire, Cotton Spinner. Aug 5. Baldwin, Burnley
Varley, Nicholson, Fellow field, Manch, Gent. Aug 10. Gill and Co, Manch
Walker, Geo, Marygate, nr York, Tanner. Aug 19. Phillips, York

TUESDAY, July 9, 1872.

Ackroyd, Cowling, Horton, York, Gent. Sept 5. Barr and Co, Leeds
Barnes, John Saml, Hyde pk West, Esq. Aug 10. Puddicombe, Furnival's inn, Holborn
Booth, Joseph, Gate Fulford, York, Gent. Aug 31. Thompson, York
Cullimore, Geo, Brynmawr, Brecon, Publican. Aug 1. Cox and Co, Tredegar
Daniel, Thos, Stoodleigh, Devon, Esq. Dec 21. Osborne and Co, Bristol
Dunn, Richd Dacre, Heath, nr Wakefield, York, Esq. Oct 2. Harrison and Smith, Wakefield
Ede, Joseph, Dorking, Surrey, Miller. Aug 31. Morrison, Reigate
Edwards, Joel Heywood, Hanover st, Hanover sq, Army Tailor. Sept 1. Deane and Co, South sq, Gray's inn
Fowkes, Hy, Kingswood, Surrey, Gent. Aug 31. Morrison Reigate
Gibbs, John, Bristol, Collector of Rents. Aug 12. Fussell and Co, Bristol
Godfrey, Fredk John, Exeter, Printer. Sept 30. Hooper, Exeter
Heyworth, Lawrence, West Derby, Lancashire, Esq. Aug 31. Duncan and Co, Lpool
Hilton, Jas, Manch, Gent. Aug 12. Kershaw, Manch
Howard, Jas, Costessey, Norfolk, Yeoman. Oct 1. Blake and Co, Norwich
Ley, Jas, Bath, Esq. Oct 1. Witty, Essex st, Strand
Mackie, Mary Ann, Mullen's Hotel, Ironmonger lane, Widow. Sept 3. Wild and Co, Ironmonger lane
Morris, Wm, Bolton, Lancashire, Innkeeper. Aug 29. Watkins and Son, Bolton
Parsons, Mary, Skedby, Notts, Innkeeper. July 31. Handley and Walkden, Mansfield
Rogers, Jas, Sneinton, Notts, Maltster. Aug 17. Heath, Nottingham
Shaw, Christiana, Knottingley, York, Widow. Aug 12. Carter, Pontefract
Walker, Eliz, Dumb Hall, Whitwell, Derby, Spinster. Aug 11. Marshall and Sons, East Retford
Ward, Hy, Cambridge st, Pimlico, Captain. Sept 1. Travers and Co, Throgmorton st

Bankrupts.

FRIDAY, July 5, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Claxton, Emily, Finsbury-sq, Widow. Pet April 25. Roche. July 19 at 1
Fisher, Thos, Upton Cross, Essex, Auctioneer. Pet June 28. Brougham. July 17 at 11
Hicks, Thos, Waterloo-rd, Lambeth, Pastrycook. Pet July 3. Spring-Rice. July 18 at 1
Hirschberg, John Robt, Seething-lane, Oil Merchant. Pet July 2. Hazlitt. July 16 at 11
Hoof, Alfd, Wells-st, Jermyn-st, no occupation. Pet May 7. Murray. July 18 at 12

To Surrender in the Country.

Addison, Johanna, Cark, Cartmel, Lancashire, Grocer. Pet July 1. Postlethwaite. Ulverston, July 19 at 12.30
Browne, Anne, Kingston-upon-Hull, Widow. Pet July 2. Phillips. Kingston-upon-Hull, July 23 at 11
Coles, Frank Geo, Street Mills, Somerset, Miller. Pet July 1. Foster. Wells, July 16 at 2
Hill, Thos, Little Hulton, Lancashire, Grocer. Pet July 2. Holden. Bolton, July 19 at 10
Kay, Hy, Leeds, Leather Seller. Pet July 1. Marshall. Leeds, July 18 at 2
Rastarick, Wm, Gt Malvern, Worcester, Clothier. Pet July 1. Crisp. Worcester, July 18 at 12
Sly, Jas, Kingston-upon-Hull, Grocer. Pet July 1. Phillips. Kingston-upon-Hull, July 22 at 11
Stokoe, John, Gateshead, Durham, Clerk. Pet July 2. Mortimer. Newcastle, July 20 at 12
Townsend, Geo, Bristol, Licensed Victualler. Pet July 1. Harley. Bristol, July 19 at 12
Wadsworth, Wm, York, Farmer. Pet July 3. Perkins. York, July 19 at 11.30

TUESDAY, July 9, 1872.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Clapperton, Robt, King-st, Soho, Baker. Pet July 5. Murray. July 26 at 11
Osborne, John Spencer Follett, Jermyn-st. Pet July 4. Pepys. July 23 at 11.30

To Surrender in the Country.

Constantine, Wm Albert, Manch, Grocer. Pet July 4. Kay. Manch, July 25 at 9.30
Cox, Harry, Manch, Comm Agent. Pet July 6. Kay. Manch, July 25 at 9.30
Hubbard, Robt, Gt Bowden, Leicester, Artificial Manure Manufacturer. Pet July 5. Ingram. Leicester, July 25 at 11
Mackay, Alex, Bedford, Draper. Pet July 5. Pearse. Bedford, July 24 at 12
Parrett, Wm Hy, Rochester, Kent, Police Sergeant. Pet July 4. Acworth. Rochester, July 29 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, July 5, 1872.

Eley, Matthew, Cheapside, Necktie Manufacturer. June 28
Lord, Anne, Brooklyn-rd, Shepherd's Bush, Boarding-house Keeper. July 2

TUESDAY, July 9, 1872.

Medlicott, Edwd, Ludlow, Salop, Coal Merchant. June 26
Parker, Geo, Dean-st, Soho, Victualler. July 4

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, July 2, 1872.

Ablard, Joseph, Gt Grimsby, Lincoln, Auctioneer. July 13 at 3, a office of Mountain, Cleethorpe rd, Gt Grimsby
Aston, Richd, Birm, Gun Maker. July 16 at 12, at the Queen's Hotel, Stephenson pl, Birm. Baker, Birm
Austin, Wm, Sunderland, Durham, China Dealer. July 12 at 2, at offices of Bell, Lambton st, Sunderland
Boakes, Wm Geo, Deal, Kent, Painter. July 20 at 10, at the Royal Exchange Hotel, Deal. Drew, Deal
Boyle, Alex, Merthyr Tydfil, Glamorgan, Travelling Draper. July 13 at 1 at offices of Simons and Plews, Church st, Merthyr Tydfil
Burbury, Thos Winter, Kidderminster, Worcester, Attorney-at-Law. July 10 at 3, at offices of Corbet, Baxter chambers, Church st, Kidderminster
Bra t, Jas, Hounslow, Oilman. July 23 at 3, at the Fleece Tavern, Queen st, Cheapside. Philp, Pancras lane
Cainroux, Geo Oliver, and Chas Forbes Calland, Eastcheap, General Merchants. July 22 at 3, at office of Levering and Co, Gresham st. Mercer and Mercer, Copthall ct, Throgmorton st
Chamberlin, Alf Saml, Kentish Town rd, Hosier. July 12 at 12, at 33, Gutter lane. Webb and Pearson, Austin Friars
Corbishley, Margaret, Stoke-upon-Trent, Stafford, Dressmaker. July 17 at 11, at the County Court Office, Stoke-upon-Trent. Litchfield, Newcastle
Cottrill, Thos, Sheffield, Wine Merchant. July 15 at 4, at offices of Clegg, Bank st, Sheffield
Cowlishaw, Chas Jas, Sheffield, Grocer. July 12 at 2, at offices of Taylor, Norfolk row, Sheffield

Cowton, Hy, Hartlepool, Durham, Tailor. July 16 at 3, at offices of Bell, Church st, West Hartlepool

Crawshaw, Abraham, Wakefield, York, Hosier. July 15 at 11, at the Foresters' Room, Crown ct, Wakefield. Wainwright and Co, Wakefield

Dewhirst, John, Bradford, York, Tailor. July 12 at 11, at offices of Peel, Chapel lane, Bradford

Donald, Thos Corson, Bolton, Lancashire, Fishmonger. July 18 at 2, at the Mitre Hotel, Cathedral yd, Manch. Gordon

Gardner, Geo, Preston, Lancashire, Bootmaker. July 17 at 2, at office of Edelston, Winckley st, Preston

Gathercole, John, Ipswich, Suffolk, Spirit Merchant. July 26 at 3, at offices of Hill St Nicholas st, Ipswich

Gill, Seth, Stalybridge, Cheshire, Innkeeper. July 12 at 3, at the Commercial Inn, Stalybridge. Buckley

Green, Thos Oliver, Worthing, Sussex, Photographer. July 22 at 12, at 14, South st, Worthing. Mant, Storrington

Harber, Fredk, Brixton rd, Corn Merchant. July 17 at 3, at offices of Ellis and Cros-field, Mark lane

Hawkins, Saml, and Jesse Edmund Ward, Wharfdale rd, King's cross, Stone Merchants. July 11 at 2, at the Auction Mart, Tokenhouse yd. Webb and Pearson, Austin Friars

Hunter, Geo John, Portsea, Hants, Builder. July 15 at 11, at offices of Feltham, Union st, Portsea

Ingham, Jas, Heywood, Lancashire, Cotton Manufacturer. July 15 at 3, at offices of Grundy and Co, Union st, Bury

Jones, Walter, Brighton, Sussex, Italian Warehouseman. July 16 at 3, at 34, Old Jewry. Black and Co, Brighton

King, Chas. Panton st, Haymarket, Manager. July 15 at 3, at offices of Birchall, Southampton bldgs, Chancery lane. Harrison, Furnival's inn

Ladkin, Philip Jas Wale, Lutterworth, Leicester, Horse Dealer. July 17 at 2, at offices of Hand, Coleman st

Langlands, Nathan, Dartford, Kent, Grocer. July 15 at 2, at offices of Banks, Coleman st Harcourt and Macarthur, Moorgate st

Langslow, Richd, St Helen's, Lancashire, Butcher. July 15 at 3, at office of Gibson and Bolland, South John st, Lpool. Taylor St Helen's

Lawrence, John, Norwich, Carpenter. July 17 at 2, at offices of Stanley, Bank plain, Norwich

Lawton, Jas, Longton, Stafford, Cooper. July 17 at 11, at the County Court Office, Stoke-upon-Trent. Litchfield, Newcastle

Lerche, Hy, Wells st, Oxford st, Tailor. July 17 at 3, at offices of Hall, Fenchurch st

MacCormack, Michael Jas, Clapham rd, Physician. July 10 at 1, at offices of Blake, Blackfriars rd

Mannering, Albert Geo, Botley, Kent, Schoolmaster. July 15 at 4, at offices of Bath and Co, King William st

Mathewson, John, Horncastle, Lincoln, Tailor. July 13 at 11, at office of Dale, Benedict's sq, Lincoln

Millard, John, Bottisham Lode, Cambs, Coprolite Merchant. July 16 at 11, at office of Ellison, Alexander st, Petty-cury, Cambridge

Mortimer, Chas. and Joseph Mortimer, Sheffield. Professional Vocalists. July 13 at 12, at office of Tattershall, Queen st, Sheffield

Murray, Thos, Lpool, Baker. July 19 at 2, at office of Meadows, Dale st, Lpool

Nevin, Chas, Lpool, Outfitter. July 15 at 2, at offices of Heaton, Dale st, Lpool

Page, Edwd John, Studley rd, Stockwell, no occupation. July 18 at 2, at office of Lott, Gt George st, Westminster

Paton, Adam, Holbeck, Leeds, Machine Maker. July 17 at 11, at the Griffin Hotel, West Bar, Leeds. Clarke, Leeds

Randall, Caleb, Leighton Buzzard, Beds, Ironmonger. July 10 at 2, at Rider's Hotel, Holborn. Marshall, Lincoln's inn fields

Reynolds, Geo Fredk, Norwich, Iron Merchant. July 13 at 12, at offices of Emerson and Sparrow, Ramoant Horse st, Norwich

Sawyer, Geo, Birm, Metallic Bedstead Manufacturer. July 12 at 12, at office of Griffin, Bennett's hill, Birm

Saxby, John, Oxe, Sussex, Wheelwright. July 13 at 3, at office of Langham and Son, Robertson st, Halifax

Shapcott, Chas Edwin, Davenport rd, Hammersmith, out of business. July 12 at 11, at the Richmond Hotel, Shepherd's Bush rd

Simkins, Elias Barnett, Smethwick, Stafford, Clerk. July 19 at 11, at office of Bayley, Paradise st, West Bromwich

Spicer, Hy Revell, Brighton, Sussex, Dealer in House Property. July 22 at 3, at office of Lamb, Ship st, Brighton

Stafell, Chas Fredk, Rye lane, Peckham, out of business. July 9 at 12, at office of Marshall, Hatton gdn

Stredwick, Jas, Silverhill, nr Hastings, Sussex, Builder. July 16 at 2.30, at 3, Norman rd East, St Leonards-on-Sea. Norris

Taplin, Wm, Philip lane, Shirt Manufacturer. July 12 at 12, at 33, Gutter lane, Downs, Cheapside

Thorman, Thos, High st, Bow, Grocer's Assistant. July 17 at 2, at offices of Young and Sons, Mark lane

Tindale, John, Middlesbrough, York, Ale Merchant. July 15 at 1, at offices of Dobson, Gosford st, Middlesborough

Warren, John, Hastings, Sussex, Jeweller. July 13 at 12, at offices of Bastard, Brabant ct

Welham, Jas, Thorpe-le-Soken, Essex, Builder. July 19 at 3, at the Fleece Hotel, Head st, Colchester. Philbrick and Son, Colchester

Wheatley, Benj Barrow, Manch, Merchant. July 15 at 2, at offices of Cobbett & Co, Brown st, Manch

Whitlock, Jas, Eastleigh, Hants, Builder. July 12 at 1, at offices of Lee and Best, Portland ter, Southampton

Whittle, Jas, Oakham, Rutland, Grocer. July 17 at 12.30, at office of Haxby, Be voir st, Leicester

Williams, Alfd, Bristol, Baker. July 13 at 11, at offices of Abbot and Leonard, Albion chambers, Bristol

Williamson, Ralph, Sheffield, Grocer. July 12 at 4, at office of Clegg, Bank st, Sheffield

Wotton, Edwd, The Grove, Stratford, Grocer. July 17 at 12, at offices of White, Raymond bldgs, Gray's inn

FRIDAY, July 5, 1872.

Adams, David, and Robt Marshall, Harpurhey, nr Manch, Joiners. July 24 at 2, at the Clarence Hotel, Spring gdns, Manch. Heath and Sons, Manch

Andrews, Wm, Eye, Suffolk, Grocer. July 22 at 11, at offices of Gudgeon, Stowmarket

Atchison, John Fattison, Gateshead, Durham, Baker. July 16 at 12, at office of Robson, Townhall, Gateshead

Ault, Kenyon Geo, and John Hy Humphris, Rainham, Essex, Manufacturing Chemists. July 18 at 2, at offices of Bath and Co, King William st

Barber, John Clarke, Dunstable, Bedford, Builder. July 19 at 11, at the Red Lion Inn, Castle st, Luton. Shepherd, Luton

Berriman, Thos, Grove ter, Chiswick, Architect. July 18 at 12, at office of Renshaw and Rolph, Cannon st

Blacksham, Wm Jackson, Goldenhill, Stafford, Painter. July 17 at 3, at offices of Hollinshead, Tunstall

Boardman, Andrew, Bolton, Lancashire, Mechanic, July 17 at 3, at office of Dutton, Acresfield, Bolton

Brickland, Chas, Lpool, Fish Salesman. July 19 at 3, at offices of Baxter, Castle st, Lpool

Buggs, Mark, Epsom, Surrey, Hay Merchant. July 16 at 11, at offices of Pullen, King st, Cheapside. Parry

Carmichael, John, Fleetwood, Lancashire, Draper. July 18 at 11, at offices of Buck and Dicksons, Winckley st, Preston

Chapman, Fredk, Bracknell, Berks, Licensed Victualler. July 24 at 1, at offices of Deere and Bourne, King's Arms yd, Moorgate st

Clatworthy, Fredk Chas, Plymouth, Devon, Veterinary Surgeon. July 22 at 12, at 5, Frankfort st, Plymouth

Coltman, Hy, Leicester, Joiner. July 22 at 1, at the Temperance Hall, Granby st, Leicester. Stone and Co, Leicester

Connell, Thos, Manch, Plasterer. July 17 at 11, at offices of Bunting and Birgham, Carlton bldgs, Cooper st, Manch

Cook, Wm, Bolton, Lancashire, Grocer. July 17 at 10, at offices of Richardson and Dowling, Wood st, Bolton

Copeman, Wm John Ulling, Aslacton, Norfolk, Merchant. July 19 at 12, at offices of Fosters and Co, Bank pl, Norwich

Davis, Geo, Birm, out of business. July 17 at 3, at offices of Francis, Castle st, Birm

Felton, John, City gdn row, City rd bridge, Engineer. July 19 at 4, at offices of Cutler, Bell yd, Doctors' commons

Foster, John, Bicester, Oxford, Coal Merchant. July 24 at 11, at office of Mills, Sheep st, Bicester

Freeman, Wm, Eastleigh, Hants, Painter. July 19 at 1, at offices of Lee and Best, Portland ter, Southampton

Garth, Benj, Batley, York, Tailor. July 23 at 3, at office of Scholes and Co, Leeds rd, Dewsbury

Gershon, Michael, Mansell st, Aldgate, Rag Merchant. July 15 at 11, at offices of Gammon, Barge yd chambers

Gibbs, Alf John, Southville, Wandsworth rd, Clerk. July 22 at 12, at offices of Elwerthy, Serle st, Lincoln's inn

Harris, Joseph, Poverest Farm, Orpington, Kent. July 13 at 2, at office of Gibson, Lowfield st, Dartford

Hartley, Robt, Rochdale, Lancashire, Refreshment House Keeper. July 19 at 3, at office of Lomax, Toad lane, Rochdale

Hawksley, Robt Farrand, Knowle, Somerset, Gent. July 16 at 11, at offices of Abbott and Leonard, Albion chambers, Bristol

Hodgson, Michael Basilio, Tunbridge Wells, Florist. July 18 at 5, at 23, Church rd, Tunbridge Wells. Stone and Co

Hurst, Stephen, Lancaster rd, Kensington pk, Builder. July 23 at 3, at 33, Gutter lane. Oliver, King st, Cheapside

Ingram, Alf Edwd, Birm, out of business. July 16 at 10.30, at offices of Beaton, Victoria bldgs, Temple row, Birm

Jacobson, Isaac, Mornington crescent, Hampstead rd, Dealer in Jewellery. July 22 at 1, at offices of Murray, Gt St Helen's

Jordan, Saml, Luton, Bedford, Manufacturer. July 10 at 4, at offices of Jolley, Guildford st, Luton

Lawton, Hy, Howland st, Fitzroy sq, Confectioner. July 19 at 12, at offices of Lydall, Southampton bldgs, Chancery lane

Lennie, Wm Brown, Lpool, Watchmaker. July 23 at 2, at office of Hughes, Lord st, Lpool

Littlehailes, John, Sunderland, Durham, Bootmaker. July 22 at 11, at offices of Steel, Bank bldgs, Sunderland

Macbeth, Thos, Manch, Tailor. July 18 at 3, at offices of Addleshaw, King st, Manch

McCoy, Peter, Camborne, Cornwall, Travelling Draper. July 17 at 1, at office of Budge, Princes st, Truro

Nash, John, Birm, Stone Mason. July 18 at 12, at offices of Ladbury, Newhall st, Birm

Payne, Geo, jun, Lpool, Coal Merchant. July 22 at 11, at office of Laces and Co, Union ct, Lpool

Pitts, Hy, Russell Town, St George, Gloucester, Haulier. July 13 at 11, at offices of Essery, Guildhall, Broad st, Bristol

Rensch, Caspar Robt, Julius, Watcher, Somerset, Schoolmaster. July 19 at 12, at offices of Trenchard and Blake, Registry pl, Taunton

Roberton, John, jun, Manch, Lithographer. July 22 at 3, at office of Leigh, Brown st, Manch

Rothwell, John, Lpool, Victualler. July 24 at 2, at the Clarendon rooms, South John st, Lpool. Smith, Lpool

Sprague, Jesse, Holcombe Rogus, Devon, Baker. July 19 at 3, at office of Andrew, Bedford circus, Exeter

Stone, Robt, Barham, Kent, Grocer. July 22 at 4, at office of Minter, Castle st, Dover

Stubberfield, Joseph Hy, Deal, Kent, Grocer. July 20 at 3, at the Royal Exchange Hotel, Deal. Drew, Deal

Terry, Hy, Ringwould, Kent, Market Gardener. July 20 at 12, at the Royal Exchange Hotel, Deal. Drew

Turner, John, and Albert Jas Winders, West Gorton, Lancashire, Builders. July 22 at 3, at office of Sutton and Elliott, Brown st, Manch

Williams, Danl John, Caerwys, Flint, Grocer. July 17 at 3, at offices of Roberts and Dickson, Newgate st, Chester

Wither, Chas, Iron Acton, Gloucester, Beerhouse Keeper. July 15 at 3, at offices of Clifton, Corn st, Bristol

Wright, Alf, Little Ilford, Essex, Draper. July 22 at 3, at offices of Spiller, South pl, Finsbury

TUESDAY, July 9, 1872.

Barr, Harry, Great College st, Camden town, Coal Merchant. July 18 at 2, at offices of Dalton and Jessett, St Clement's House, Clement's lane, Lombard st

Bath, Hy Thos, Lymington, Hants, Seedsman. July 24 at 2, at the Chamber of Commerce, 145, Cheapside. Moore and Jackman, Lymington

Batson, Wm, Dipton, Durham, out of business. July 30 at 3, at offices of Elsdon, Royal arcade, Newcastle-upon-Tyne

Beale, Edmund, Overton, Southampton, Farmer. July 20 at 1, Chandler, Church street, Basingstoke
Bear, Wm, Padiham, Lancaster, Cotton Spinner. July 30 at 3, at the Clarence Hotel, Spring gardens, Manch. Leigh, Manch
Birch, Sarah, Hereford, out of business. July 29 at 11, at offices of Underwood and Knight, Castle st, Hereford
Booth, Joseph, Lowesmoor, Worcester, Whitesmith. July 22 at 12, at offices of Dixon, Newhall st, Birm. Pitt, Worcester
Bostle, Thos, Sunderland, Durham, Dealer in Glass. July 29 at 12, at offices of Robinson, John st, Sunderland
Bridport, Wm, Southampton, out of business. July 19 at 3, at offices of Killby, Portland st, Southampton
Bush, John, Clifton, Bristol, Licensed Victualler. July 23 at 2, at offices of Hancock & Co, Guildhall, Bristol. Beckingham, Bristol
Carhatt, Elias, Callington, Cornwall, Miller. July 30 at 1, at offices of Nicholls, Callington. Square, Plymouth
Challinor, Ralph, Bolton, and Joseph Parminter Brodie, Lancaster, Cheese Factors. July 22 at 4, at the Victoria Inn, Fishergate, Preston, Dawson, Bolton
Cooke, Wm Robt, Stanton, Suffolk. Auctioneer. July 30 at 11, at the Angel Hotel, Bury St Edmunds. Gross
Cort, John, and Fredk Cort, Northampton, Shoe Manufacturers. July 22 at 11, at offices of Jeffery & Son, Newland, Northampton
Dunn, Isaac, Norwich, Shoe Manufacturer. July 25 at 8.38, at office of Budd, jun, Church street, Theatre street, Norwich
Elsdon, Wm, South Shields, Durham, Provision Merchant. July 22 at 2, at offices of Wawn and Purvis, Barrington street, South Shields
Farrar, Wm, West Hartlepool, Durham, Chemist. July 25 at 3, at offices of Bell, Church st, West Hartlepool
Feldman, Moses, Birm, Jewellers' Factor. July 17 at 11, at offices of Hodgson and Son, Waterloo st, Birm
Gardner, Wm, Hackney rd, Timber Merchant. July 25 at 12, at the Masons' Hall Tavern, Mason's avenue, Basinghall st. Whites and Co, Budge row, Cannon st
Gore, Wm, Stamford st, Blackfriars, Builder. July 18 at 2, at offices of Simmons, New Bridge st, Blackfriars. Bilton
Green, Geo, Bristol, Tailor. July 22 at 2, at offices of Beckingham, Albion chambers, Bristol
Green, Wm Thos, Pendleton, Lancashire, Wholesale Confectioner. July 19 at 11, at offices of Lowndes, Bridge st, Manch
Harriott, Geo, Handsworth, Stafford, Paper Box Maker. July 23 at 3, at offices of Walford, Waterloo st, Birm
Johnson, Stephen, and Danl Johnson, Long Ditton, Surrey, Painters. July 24 at 12, at office of Best, Queen st, Cheapside
Joyce, Jacob, Kendal, Westmorland, Butcher. July 22 at 10.30, at the Board room, Market pl, Kendal. Thomson and Graham, Finkle st
Kimber, Jas, Hungerford, Berks, Cattle Dealer. July 23 at 11, at offices of Goulter, Hungerford
Knott, Jas, New st, Borough rd, Southwark, Glass Manufacturer. July 18 at 2, at office of Ager, Barnard's inn, Holborn. Roberts, Spring gdns
Levy, Berned, Newcastle-upon-Tyne, Licensed Hawker. July 22 at 2, at offices of Joel, Market st, Newcastle upon-Tyne
Lewtas, Thos, Poulton-le-Fylde, Lancashire, Builder. July 23 at 11.30, at office of Charnley and Co, Church st, Blackpool
Lupton, Jas, Blackburn, Lancashire, Joiner. July 18 at 3, at office of Wheeler and Deane, Holme st, Blackburn
Marks, Solomon, Cardiff, Glamorgan, Optician. July 22 at 10.30, at offices of Ingledew and Ince, Bute st, Cardiff
Mawer, David Kirkby, Buckingham Palace rd, Upholsterer. July 22 at 2, at offices of Dalton and Jessett, St Clement's lane, Lombard st
McKean, Wm, Worcester, Travelling Draper. July 20 at 3, at office of Bentley, Foregate st
Messent, Chas Ruffle, Croydon, Outfitter. July 23 at 12, at offices of Edwards and Co, King st, Cheapside. Gammon, Barge yd chambers, Bucklersbury
Moody, Richd John, Landport, Hants, General Dealer. July 18 at 11, at offices of Pike, Commercial rd, Landport. Walker, Portsea
Moore, Thos, and Jacob Grainger, Albert grove, Peckham, Builders. July 18 at 2, at offices of Longcroft, Lincoln's inn fields
Myles, Robt, Preston, Lancashire, Engraver. July 25 at 3, at the Red Lion Hotel, Church st, Preston. Duckworth, Manch
Nicholls, Albert, Thomas ter, Church st, Old Kent rd, Eating house Keeper. July 18 at 12, at 12, Hatton gdn. Marshall, Lincoln's inn fields
Nowell, Joseph, Idle, York, Quarryman. July 19 at 11, at offices of Terry and Robinson, Market st, Bradford
Owen, Thos, Birm, Barman. July 20 at 11, at offices of Harrison, New Hall st, Birm
Paget, Richd Wm, James st, Covent gdn, Sack Maker. July 29 at 3, at offices of Heathfield, Lincoln's inn fields
Parker, Benj, Chester, Butcher. July 22 at 3, at office of Cartwright, Bridge st row East, Chester
Platt, Benj, Tabernacle sq, Hoxton, Upholsterer. July 23 at 2, at office of Ager, Barnard's inn, Holborn. Roberts, Spring gdns, Whitehall
Prichard, Chas, Brighton, Sussex, Brush Dealer. July 23 at 2, at offices of Clennel, 61 Knight Rider st, Doctors' commons. Brandreth, Brighton
Rigby, Saml Hy, Barrow-in-Furness, Lancashire, Tobacconist. July 26 at 12, at the office of the Registrar, Ulverston. Taylor, Barrow-in-Furness
Roberts, Jas, Leeds, Boot Manufacturer. July 24 at 3.30, at offices of Fawcett and Malcolm, Park row, Leeds
Rodgers, Thos, Burnley, Lancashire, Grocer. July 26 at 3, at office of Hartley, Nicholas st, Burnley
Rosson, John, Smallwood, Chester, Innkeeper. July 29 at 11, at office of Sherratt, Kidsgrove
Ruffell, Saml, Bromley-by-Bow, China Dealer. July 19 at 2, at offices of Wood and Hare, Basinghall st
Rumsey, Saml, jun, Chelmsford, Essex, Innkeeper. July 22 at 11, at offices of Blyth, Chelmsford
Simmester, John, Blockall, Darlaston, Stafford, Provision Dealer. July 19 at 11, at offices of Slater, Butcroft, Darlaston
Smallwood, Emma, Birm, Tobacconist. July 18 at 3, at the King's Head Hotel, Worcester st, Birm. Cresswell, Wolverhampton
Smith, Hannah, Winchcomb, Gloucester, Widow. July 18 at 11, at offices of Smith, Grosvenor pl, Cheltenham
Smith, Thos, Didcot, Berks, Nurseryman. July 23 at 1.30, at office of Bartlett, Abingdon
Stanworth, John, Rochdale, Lancashire, Slater. July 19 at 3, at offices of Roberts and Sons, John st, Rochdale
Stockman, Fredk, Gosport, Hants, Chemist. July 20 at 11, at offices of Edmonds and Co, St James's st, Portsea. Stening, Portsea
Taylor, Alfd, Guildford, Surrey, Hotelkeeper. July 23 at 2, at office of Lovett, Guildford
Taylor, Edmund, Worcester, Builder. July 18 at 11, at offices of Meredith, College st, Worcester
Taylor, Geo Augustus, Change alley, Cornhill, Tailor. July 23 at 12, at offices of Townley and Gard, Gresham bldgs, Basinghall st
Thorpe, Geo, Stamford st, Blackfriars rd, Comm Agent. July 25 at 2, at offices of Bartlett and Forbes, Bedford st, Covent gdn
Tidman, Chas, jun, Norwich, Draper. July 25 at 12, at office of Coaks, Bank plain, Norwich
Timms, Jas Percival, Northampton, Shoe Manufacturer. July 24 at 3, at office of Becke, Market sq, Northampton
Tunmer, Hy Wm, Guildford, Surrey, General Agent. July 22 at 2, at the County and Borough Halls, Guildford
Turner, Geo, Rochdale, Lancashire, out of business. July 19 at 11, at offices of Roberts and Sons, John st, Rochdale
Wallace, Joseph, Lpool, Porter. July 25 at 2, at office of Hughes, Lord st, Lpool
Watkins, Joseph, Bristol, Mason. July 24 at offices of Beckingham, Albion chambers, Bristol
Wilson, Mary Ann, Birm, Beer Retailer. July 19 at 3, at offices of Wright and Marshall, Townhall chambers, New st, Birm
Winchcombe, Hy Phillimore, Cardiff, Glamorgan, Coal Agent. July 16 at offices of Griffiths, Quay st, Cardiff (in lieu of the place originally named).
Wood, Wm, Birm, Glass Engraver. July 30 at 12, at offices of Recce and Harris, New st, Birm. Baker, Birm
Wright, Wm, Leadenhall st, Merchant. July 25 at 3, at offices of Helder and Roberts, Verulam bldgs, Gray's inn